

AUTOMATIC IDENTIFICATION TECHNOLOGY IV (AIT-IV)

STATEMENT OF WORK (SOW)

.....	V
1 SCOPE.	1
1.1 AUTOMATIC IDENTIFICATION TECHNOLOGY ACQUISITION OBJECTIVES.	1
1.2 DESCRIPTION AND SPECIFICATION.	1
1.3 AIT-IV APPLICATIONS.	2
1.4 UID AND IUID POLICY.	2
1.5 WORLD WIDE GEOGRAPHIC SUPPORT.	2
1.6 RESTRICTION OF HAZARDOUS SUBSTANCES (ROHS).	2
1.7 OFFICIAL HOURS OF OPERATION.	2
1.8 ATTACHMENTS AND EXHIBITS.	2
2 APPLICABLE DOCUMENTS, DEFINITIONS, AND ACRONYMS.	3
2.1 FEDERAL INFORMATION PROCESSING STANDARDS.	3
2.2 AMERICAN NATIONAL STANDARDS INSTITUTE.	3
2.3 INTERNATIONAL ORGANIZATION FOR STANDARDIZATION.	3
2.4 FEDERAL COMMUNICATION COMMISSION REGULATIONS.	3
2.5 UID AND IUID POLICY.	3
2.6 DEFINITIONS AND ACRONYMS.	3
3 AIT-IV SYSTEM REQUIREMENTS.	5
3.1 GENERAL.	5
3.2 DEFENSE INFORMATION STANDARDS REGISTRY (DISR) COMPLIANCE.	6
3.3 OPERATING ENVIRONMENTS.	6
3.3.1 Electromagnetic Environment.	6
3.3.2 Hazardous Environment.	6
3.3.3 Ordnance Environment.	7
3.3.4 Testing.	7
3.3.5 Spectrum Supportability Compliance.	7
3.3.6 Rugged Environment.	7
3.4 ORIGINAL EQUIPMENT MANUFACTURER ENGINEERING CHANGES.	8
3.5 CONNECTIVITY TO GOVERNMENT-OWNED COMPUTERS.	8
3.6 AC/DC POWER REQUIREMENTS.	8
3.6.1 Power Requirements.	8
3.6.2 Power Supplies.	8
3.6.3 Battery-Operated AIT-IV Equipment.	8
3.7 ACCESSIBILITY.	9
3.8 BAR CODE SYMBOLOGIES.	9
3.9 EQUIPMENT DELIVERY REQUIREMENTS.	9
3.10 EXPEDITED DELIVERY REQUIREMENTS.	9
3.11 UNIQUE IDENTIFICATION.	9
3.12 IPV6 ENABLED ASSETS.	10
3.13 BAR CODE DENSITY.	10
4 EQUIPMENT REQUIREMENTS.	10
4.1 HAND HELD TERMINAL (HHT) REQUIREMENTS.	10
4.1.1 TECHNICAL REQUIREMENTS.	11
4.1.2 Hand Held Terminal-A (HHT-A) with abbreviated keypad and wireless 802.11g/i data communications.	11
4.1.3 Hand Held Terminal-B (HHT-B) with abbreviated keypad and batch communications (no wireless capability).	12
4.1.4 Hand Held Terminal-C (HHT-C) with full alphanumeric keypad with wireless 802.11i/g communications.	12

4.1.5	Hand Held Terminal-D (HHT-D) WITH FULL alphanumeric keypad and batch communications (no wireless capability).....	12
4.1.6	Hand Held Terminal-E (HHT-E) with extended scan range, full alphanumeric keypad, and wireless 802.11i/g communications.....	13
4.1.7	Hand Held Terminal-F (HHT-F) with Direct part mark READING capability, full alphanumeric keypad, and wireless 802.11i/g communications.....	13
4.2	BAR CODE SCANNING/IMAGING DEVICES.....	14
4.2.1	TECHNICAL REQUIREMENTS.....	14
4.2.2	Imager for PC Input – general bar code (with Data Conversion).....	14
4.2.3	Imager for pc input – iuid direct part marking (with Data conversion).....	14
4.2.4	magnetic strip and Bar code reader.....	14
4.3	BAR CODE LABEL PRINTERS.....	14
4.3.1	General Requirements.....	14
4.3.2	TECHNICAL Requirements.....	15
4.3.3	Portable/WEARABLE Bar Code Label Printer.....	15
4.3.4	Portable/STATIONARY Bar Code Label Printer.....	15
4.3.5	STATIONARY Bar Code Label Printer.....	16
4.3.6	4.3.6 STATIONARY EPC Global Passive RFID/Bar Code Label Printer/encoder.....	16
4.4	ITEM UNIQUE IDENTIFICATION (IUID) MARKING AND VERIFICATION EQUIPMENT.....	17
4.4.1	General Requirements.....	17
4.4.2	LASER MARKING EQUIPMENT.....	17
4.4.3	DOT PEEN MARKING EQUIPMENT.....	17
4.4.4	VERIFICATION EQUIPMENT.....	17
4.4.5	integrated marking cart configuration.....	18
4.5	SMALL ARMS ROOM KIT NOTEBOOK COMPUTER.....	18
4.5.1	Technical Requirements.....	18
4.6	RADIO FREQUENCY DATA COMMUNICATION CONFIGURATIONS.....	19
4.6.1	Technical Requirements.....	19
4.6.2	RF ACCESS POINTS.....	19
4.6.3	RF GATEWAY.....	19
4.7	DATA STORAGE MEDIA.....	19
4.7.1	SMALL Contact Memory Devices.....	19
4.7.2	Micro Contact Memory Devices.....	20
4.8	READERS, WRITERS, AND ENCODERS FOR DATA STORAGE MEDIA.....	20
4.8.1	Reader/Writer for SMALL Contact Memory Devices.....	20
4.8.2	Reader/Writer for Micro Contact Memory Devices.....	20
4.9	TRANSIT CASES.....	21
4.9.1	Contents.....	21
4.9.2	Inventory List.....	21
4.9.3	Transit Case Color.....	21
4.9.4	Transit Case Survivability.....	21
4.9.5	Human Factor Size, Weight, and Dimension Limitations.....	21
4.9.6	Handles And Clasps.....	21
4.9.7	Identification Plate.....	22
4.9.8	Transit Case Health and Safety Labels.....	22
4.10	TRANSIT CASE CONFIGURATIONS.....	22
4.10.1	Hand Held Terminal Transit Case Group.....	23
4.11	SEPARATELY ORDERABLE COMPONENTS FOR TRANSIT CASE CONFIGURATIONS.....	25
5	SOFTWARE, FIRMWARE, AND SECURITY REQUIREMENTS.....	25
5.1	BAR CODE LABEL AND FORM DESIGN, AND PRINTING SOFTWARE.....	25
5.1.1	Bar Code Label and Form Design Software.....	25
5.1.2	Bar Code Printing Software.....	26
5.2	IUID MARKING INTEGRATION SOFTWARE.....	26
5.3	HAND HELD TERMINAL OPERATING SYSTEMS.....	26
5.4	HAND HELD TERMINAL CAC ENABLEMENT SOFTWARE.....	26

5.5	OPERATING SYSTEMS.	26
5.6	SOFTWARE DEVELOPMENT RESOURCE KITS.	26
5.6.1	Hand Held Bar code Terminal Software development resource kit.	26
5.6.2	Software Development resource Kit for Contact Memory Devices and Reader/Writer.	27
5.7	APPLICATION GENERATION SOFTWARE.	27
5.7.1	Separately Orderable Components.	27
5.8	MANUFACTURING AND WAREHOUSE MANAGEMENT SOFTWARE.	27
5.9	SMALL ARMS ROOM MANAGEMENT SOFTWARE.	27
5.10	WIRELESS NETWORK MANAGEMENT PLATFORM AND SOFTWARE.	28
5.10.1	Separately Orderable Components.	28
5.11	FIRMWARE REQUIREMENTS.	28
5.12	WIRELESS NETWORK INFORMATION ASSURANCE (IA).	28
5.12.1	SERVER Information Assurance (IA) SOFTWARE.	28
5.12.2	CLIENT information assurance (ia) SOFTWARE.	28
5.12.3	HHT information assurance (ia) SOFTWARE.	29
6	SECURITY.	29
6.1	PASSWORDS.	29
6.1.1	Security Standards.	29
6.1.2	DoD Wireless Device Security Requirements.	29
6.1.3	Army Wireless Device Security Requirements.	30
6.1.4	COMMON CRITERIA COMPLIANCE REQUIREMENTS.	30
6.1.5	Security Maintenance Services.	30
6.1.6	Government Evaluation.	30
7	MANAGEMENT.	30
7.1	AIT-IV PROGRAM MANAGEMENT. THE REQUIREMENTS FOUND IN THIS PARAGRAPH, AIT-IV PROGRAM MANAGEMENT, SHALL NOT BE SEPARATELY PRICED.	30
7.1.1	Points of Contact.	31
7.1.2	AIT-IV Contract Program Manager.	31
7.2	AIT-IV MANAGEMENT PLAN.	31
7.2.1	Integrated Product Teams.	32
7.2.2	Project Progress Reviews.	32
7.2.3	Status Report.	32
7.2.4	Contractor Manpower Reporting.	33
7.3	CONFIGURATION MANAGEMENT.	33
7.3.1	AIT-IV Configuration Management Plan.	33
7.3.2	Changes and Modifications.	33
7.3.3	Changes to Software.	34
7.3.4	Notification of Software Changes.	34
7.3.5	Correction of Safety Hazards or Equipment Malfunctions.	34
7.3.6	Configuration Audits.	34
7.3.7	Physical Configuration Audit.	34
7.3.8	Functional Configuration Audit.	34
7.4	RISK MANAGEMENT.	34
7.5	MONTHLY EQUIPMENT AND SERVICE REPORT.	35
7.6	WARRANTY STATUS REPORT.	35
7.7	CONTRACT-LEVEL METRICS.	35
8	REPAIR REQUIREMENTS.	36
8.1	REPAIR CENTERS.	36
8.1.1	Points of Contact.	36
8.1.2	Repair Center (RC) Hours of Operation.	36
8.1.3	Equipment Return and Tracking.	36
9	CUSTOMER SUPPORT.	36

9.1	TECHNICAL ASSISTANCE.....	36
9.1.1	Toll-Free Customer Support Help Desk.....	36
9.1.2	Web Site.....	37
10	WARRANTY.....	37
10.1	WARRANTY SUPPORT.....	37
10.2	WARRANTY MAIL-IN PROCEDURES.....	38
10.3	COMPONENT RETURN AND TRACKING.....	38
10.4	WARRANTY REPLACEMENT PARTS.....	38
10.5	WARRANTY ON-CALL PROCEDURES.....	38
11	MAINTENANCE.....	38
11.1	MAINTENANCE TURN-AROUND TIME.....	38
11.1.1	AIT-IV Component Return and Tracking.....	38
11.1.2	Mail-In Maintenance.....	39
11.1.3	On-Call Maintenance.....	39
11.1.4	Monthly Maintenance.....	39
11.1.5	Maintenance Procedures.....	39
11.1.6	Maintenance Replacement Parts.....	39
11.1.7	Software Maintenance.....	40
11.2	PREVENTIVE MAINTENANCE.....	40
11.3	TRANSPORTATION.....	40
12	TECHNICAL ENGINEERING SERVICES (TES).....	40
12.1	GENERAL.....	40
12.1.1	Proposal Request for TES.....	40
12.1.2	Travel.....	40
12.1.3	TES Trip Report.....	40
12.1.4	TES Response Time.....	41
12.1.5	Software Development Services.....	41
12.2	INSTALLATION / DE-INSTALLATION / RELOCATION.....	41
12.2.1	Installation/De-installation/Relocation.....	41
12.2.2	Installation/De-installation.....	41
12.2.3	Relocation of AIT-IV Components.....	41
12.2.4	Installation Plans.....	41
12.3	CONTRACT SUPPORT PERSONNEL.....	42
13	DOCUMENTATION REQUIREMENTS.....	42
13.1	GOVERNMENT RIGHTS.....	42
13.2	COMMERCIAL USER MANUALS.....	42
13.3	SOFTWARE REFERENCE DOCUMENTATION.....	43
14	TRAINING REQUIREMENTS.....	43
14.1	MULTIMEDIA TRAINING.....	43
14.1.1	Target Audiences and Areas.....	43
14.1.2	Web Based and CD-ROM Training.....	43
14.1.3	Draft MMTP.....	44
14.1.4	Training Deliverables.....	44
15	PRODUCT AND SERVICES ORDERING CATALOG.....	44
15.1	PURPOSE.....	44
15.2	FORMAT.....	45
15.3	SECTIONS.....	45
15.3.1	Ordering Procedures.....	45
15.3.2	Equipment.....	45
15.3.3	Software.....	45

15.3.4	Cables.	45
15.3.5	Technical Engineering Services.	45
15.3.6	Training.	45
15.3.7	Warranty Support.	46
15.3.8	Maintenance Support.	46
15.3.9	CLIN List and Prices.	46
16	CERTIFICATIONS.	46
16.1	AIT-IV CERTIFICATIONS.	46
16.1.1	Energy Star.	46
16.1.2	Non-incendive Certification.	46
16.1.3	Rugged Environment Certification.	46
16.1.4	Product Safety Certification.	46
16.1.5	Electromagnetic Compatibility (EMC) Compliance and Hazards of Electromagnetic Radiation to Ordnance (HERO) Compliance.	46
16.1.6	Self-Certification.	46
17	BACKGROUND INVESTIGATIONS FOR CONTRACTOR PERSONNEL.	47
17.1	BACKGROUND.	47
17.2	NAC FILE RECORDS.	47
17.3	CONTINUED PERFORMANCE DURING SUPPORT OF CRISIS SITUATIONS, CONTINGENCY OR EXERCISE.	47
18	ORGANIZATION CONFLICT OF INTEREST (OCI).	47
18.1	NON-DISCLOSURE AGREEMENT.	47
18.2	THE FOLLOWING INFORMATION IS PROVIDED FOR CLARITY PERTAINING TO THE GENERAL OCI SITUATIONS WHERE CONFLICTS MAY ARISE. OCI CATEGORIES INCLUDE, BUT ARE NOT LIMITED TO:	49
	EXHIBIT A.	50
	EXHIBIT B.	51
	ATTACHMENT 1.	59
	ATTACHMENT 2.	61
	ATTACHMENT 3.	62
	ATTACHMENT 4.	63

1 SCOPE.

The mission of Product Manager Joint-Automatic Identification Technology (PM J-AIT) is to provide a single point of contact for procurement and technical expertise across the suite of Automatic Identification Technology (AIT) enabling technologies that support focused logistics, total asset visibility (TAV), and the integration of global supply chains. The Automatic Identification Technology (AIT-IV) contracts are multiple award, indefinite-delivery-indefinite-quantity (IDIQ) contracts that will provide commercial hardware, software, documentation, and, services to authorized users worldwide. Services include training, warranty and maintenance services, and technical engineering services (TES). Hardware and software delivery and installation, as well as performance of associated training, warranty, maintenance, and documentation shall be required at continental United States (CONUS) and outside the continental United States (OCONUS) Government sites. Performance of TES shall be required at CONUS and OCONUS Government sites and the contractor facility.

1.1 AUTOMATIC IDENTIFICATION TECHNOLOGY ACQUISITION OBJECTIVES.

The objectives of the Automatic Identification Technology IV (AIT-IV) acquisition are to provide a state-of-the-art, common, integrated structure for logistics tracking, locating, and monitoring of assets and processes. In addition, data collection, storage information, information processing, and transmission of AIT data will greatly enhance systems within Department of Defense (DoD), United States Coast Guard (CG), North Atlantic Treaty Organization (NATO), Coalition Partners, other Foreign Military Sales (FMS), and other Federal Agencies. AIT technologies will provide standardization among Government users of AIT components purchased from this Contract.

1.2 DESCRIPTION AND SPECIFICATION.

a. This Statement of Work (SOW) sets forth the requirements for the AIT-IV technology acquisition. The Contract shall provide for state-of-the-art, commercial items needed for automatic identification, data collection, keyless data entry, data processing, data storage, data retrieval, data transmission, and the tracking of assets, including the use of Radio Frequency (RF) technology for users throughout DoD, CG, North Atlantic Treaty Organization (NATO), Coalition Partners, other Foreign Military Sales (FMS), other Federal Agencies, and contractor purchases in support of DoD. The Government requires software for development (libraries, device drivers, application programming interfaces, and software development tool kits), equipment operating systems, radio frequency transaction management (RF engines), bar code label and form generation, application generation software, application software development kits, and communications. Associated technical engineering services (and turnkey integration services, systems integration, software development, surveys and installations), instruction and training, warranty, maintenance, documentation, and program management are required.

b. The technologies required by the Government encompass bar code symbologies, contact or touch memory, direct thermal and thermal transfer printing, radio frequency data communications, and future technologies as they are developed. These future technologies include, but are not limited to, biometrics, systems using satellite communications to relay data and provide position information, cellular telephony, voice recognition, smart labels (combined bar code label and RF transponder), Item Unique Identification (IUID) marking equipment, and Radio Frequency Identification (RFID) technologies. The Government requires equipment with these technologies to support both current and future requirements. The requirements are for both civilian and military operations worldwide. The Government requires equipment compliant with open systems standards as described in the Defense Information Standards Registry (DISR).

The categories of required equipment include, but are not limited to:

1. Data collection devices (portable, pen-based, and mobile);
2. Bar code laser scanners and imaging scanners;
3. Printers (direct thermal and thermal transfer bar code label printers);
4. Contact or touch memory devices.

c. Turnkey solutions integrating technology purchased under the AIT-IV Contracts with existing Government provided Passive RFID and Active RFID shall be provided under TES Task Orders to provide a transparent solution to the user. To support the warfighter in field operations, the AIT-IV Contract shall also provide transit cases to safely transport AIT-IV equipment and related accessories required to install and operate AIT-IV equipment. The

AIT-IV equipment is required to meet worldwide DoD and CG, NATO, Coalition Partners, and other Federal Agencies needs in various CONUS and OCONUS locations. Since DoD components have shared AIT technology with Allied partners in joint operations, such as Operation Enduring Freedom and Operation Iraqi Freedom, the AIT-IV Contracts will be available for orders to meet FMS requirements in order to provide standardization for logistics support with Allies.

1.3 AIT-IV APPLICATIONS.

Some anticipated AIT-IV applications include, but are not limited to:

- a. Inventory and warehousing environments;
- b. Large open-area storage facilities (austere marshaling areas, and staging and assembly areas), with or without electrical power or an established communications infrastructure;
- c. Maintenance, repair, and tracking facilities;
- d. Entry and exit points of military facilities, and roadside installations;
- e. Restricted office and laboratory environments;
- f. Transactions at custody exchange points (for example, weapons issue facilities);
- g. Military transportation community (for example, seaports and air terminals), and petroleum distribution points (including fueling operations at airports, in-flight, and at sea);
- h. Handling of hazardous, explosive, or other regulated materials;
- i. Military convoys.

1.4 UID AND IUID POLICY.

Updates to Policy and associated Guides for Unique Identification (UID) and IUID of Tangible Items, can be obtained from: <http://www.uidforum.com/downloads/DoDUIDGuideVer20-10012008v3.pdf>

1.5 WORLD WIDE GEOGRAPHIC SUPPORT.

The Government requires equipment that can be used worldwide. The Contractor shall provide AIT-IV hardware, software, documentation, and incidental services, to include TES, training, warranty, and maintenance to support the DoD operations in U.S. Northern Command (USNORTHCOM), U.S. Pacific Command (USPACOM), U.S. Central Command (USCENTCOM), U.S. European Command (USEUCOM), U.S. Southern Command (USSOUTHCOM) and, U.S. Africa Command (AFRICOM).

1.6 RESTRICTION OF HAZARDOUS SUBSTANCES (ROHS).

All hardware provided under the Contract shall comply with the Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32002L0095:EN:HTML>.

1.7 OFFICIAL HOURS OF OPERATION.

The Contractor shall provide support during local Official Hours of Operation, based on the geographic location of the Government site at which the support will be provided. Help Desk requirements are specified in the paragraph entitled "Toll-Free Customer Support Help Desk."

1.8 ATTACHMENTS AND EXHIBITS.

The following exhibits are contained in this Part:

Exhibit-A, AIT-IV Contract Status Report

Exhibit-B, Army Information Assurance-Approved Products List(Army IA AP-PL)

The following attachments are contained in this Part:

Attachment 1, Labor Categories Descriptions

Attachment 2, DD 254, Department of Defense Contract Security Classification Specification

Attachment 3, Army Information Assurance (IA) Letter to Industry

Attachment 4, Contract Level Metrics

2 APPLICABLE DOCUMENTS, DEFINITIONS, AND ACRONYMS.

2.1 FEDERAL INFORMATION PROCESSING STANDARDS.

Copies of the Federal Information Processing Standards (FIPS) may be obtained from:

U.S. Department of Commerce
National Technical Information Service
5285 Port Royal Road
Springfield, VA 22161
Telephone: 1-800-553-6847

2.2 AMERICAN NATIONAL STANDARDS INSTITUTE.

Copies of ANSI standards may be obtained from:

American National Standards Institute
25 W 43rd Street 4th Floor
New York, NY 10036
Customer Service or Document Sales
8:30am – 6:00pm EST
Telephone: 1.212.642.4980
<http://www.ansi.org>

2.3 INTERNATIONAL ORGANIZATION FOR STANDARDIZATION.

Copies of ISO standards may be obtained from: <http://www.iso.org/iso/home.htm>.

2.4 FEDERAL COMMUNICATION COMMISSION REGULATIONS.

Federal Communications Commission Regulations may be obtained from the Government Printing Office web site:
<http://bookstore.gpo.gov>

2.5 UID AND IUID POLICY.

Updates to Policy and associated Guides for Unique Identification (UID) and Item Unique Identification (IUID) of Tangible Items, can be obtained from: <http://www.acq.osd.mil/dpap/pdi/uid/index.html>

2.6 DEFINITIONS AND ACRONYMS.

The following are definitions of terms used in this SOW. All other definitions and meanings used shall be those which are commonly used in the Automatic Identification Technology industry:

Automatic Identification Technology — Microprocessor-based, hand-held devices designed to gather, process, and store source-entry data, and transmit and receive data.

Configuration Item — A configuration item is an aggregation of hardware or software that satisfies an end-use function and is designated by the Government for separate configuration management.

Continental United States (CONUS) — All locations and sites within the 48 contiguous States.

Equipment — The term equipment as used throughout the SOW refers to any combination of hardware, software, device drivers, utilities, libraries, and firmware.

Functional Configuration Audit — The formal examination of the functional characteristics of a configuration item to verify that the item has achieved the requirements specified in its functional and allocated configuration documentation.

Hand-held, Non-contact Bar Code Scanners — These bar code scanners are lightweight and ergonomically designed, provide bar code scanning from varying distances, and do not require the user to physically touch the bar code with the scanner.

HERO — Hazards of Electromagnetic Radiation to Ordnance (See paragraph entitled “Ordnance Environment”).

Host Computer — A computer running Microsoft Windows XP or latest version Operating System (updated with the latest Service Pack), or other common operating system executing application programs on behalf of users, and employing standard network communication services in support of this function.

Industrially Hardened Components: Components that can operate in a warehouse or manufacturing setting and survive the rough treatment and handling often found in shipping areas, loading docks, catwalks, ladders, or on the floor of a manufacturing facility.

Non-Government Standard — A standardization document developed by a private sector association, organization, or technical society which plans, develops, establishes, or coordinates standards.

Nonincendive — See paragraph entitled “Hazardous Environment.”

Outside Continental United States (OCONUS) — All locations outside the 48 contiguous States.

Outside Official Hours of Operation — All hours not included in Official Hours of Operation, i.e., from 5:00 p.m. to 8:00 a.m. local time, Monday through Friday, and all day during Saturday, Sunday and U.S. Federal and Host Nation holidays, based on the geographic location of the U.S. Government site.

Return Material Authorization (RMA): A number assigned by the Contractor and furnished to the AIT-IV user to assist in quickly ascertaining the status of components returned for warranty or maintenance service.

Workday: Monday through Friday, excluding U.S. Federal holidays.

The following acronyms are used in this SOW:

AC	Alternating Current
AIT	Automatic Identification Technology
ANSI	American National Standards Institute
API	Application Programming Interface
ASCII	American Standard Code for Information Interchange
CAC	Common Access Card
CAGE	Contractor And Government Entity
CCP	Contract Change Proposal
CD	Compact Disk
CG	Coast Guard
CLIN	Contract Line Item Number
CONUS	Continental United States
COR	Contracting Officer’s Representative
DC	Direct Current
DISR	Defense Information Standards Registry
DoD	Department of Defense
EC	Engineering Change
ECP	Engineering Change Proposal
EMC	Electromagnetic Compatibility
FCA	Functional Configuration Audit
FCC	Federal Communications Commission
FMS	Foreign Military Sales
GCSS-Army	Global Combat Support System – Army
HERO	Hazards of Electromagnetic Radiation To Ordnance

HHT	Hand Held Terminal
IETM	Interactive Electronic Technical Manuals
IP	International Protection rating
ISO	International Organization for Standardization
IUID	Item Unique Identification
IEC	International Electrotechnical Commission
IPT	Integrated Product Team
LAN	Local Area Network
LOGMARS	Logistics Applications of Automated Marking and Reading Symbols
MESR	Monthly Equipment Service Report
NEMA	National Electrical Manufacturer's Association
NI	Nonincendive
NIST	National Institute of Standards and Technology
NSN	National Stock Number
OCONUS	Outside Continental United States
OEM	Original Equipment Manufacturer
OS	Operating System
PBUSE	Property Book Unit Supply Enhanced
PC	Personal Computer
PCA	Physical Configuration Audit
PPR	Project Progress Review
RAM	Random Access Memory
RC	Repair Center
RF	Radio Frequency
RFDC	Radio Frequency Data Communications
RFID	Radio Frequency Identification
RMA	Return Material Authorization
ROM	Read Only Memory
SAMS-E	Standard Army Maintenance System – Enhanced
SAMS-IE	Standard Army Maintenance System – Installation Enhanced
SOW	Statement of Work
TCO	Total Cost of Ownership
UID	Unique Identification
UII	Unit Item Identifiers
UPC	Universal Product Code

3 AIT-IV SYSTEM REQUIREMENTS.

3.1 GENERAL.

The Government requires equipment that supports the requirements of the DISR. The Government requires Contractor support during Official Hours of Operations. AIT-IV commercial equipment and its components shall operate in worldwide locations and in the identified environments. The equipment shall support required industry standard symbologies. The equipment shall support U.S. and Host Nation Country electrical power and radio frequency requirements. The platforms of Automatic Identification Technology are required to support the requirements of the Government. Transit Case Groups are required to support missions that require rapid deployment worldwide of groups of AIT-IV equipment. The Government requires commercial software packages and software for application development. Program Management is required to support the Government's efficient execution of this Contract. Warranty and Maintenance services are required to ensure the reliability and availability of AIT-IV equipment. Technical Engineering Services are required to help the Government incorporate AIT-IV equipment into its applications. Instruction, training and documentation are required to inform and educate the Government users.

3.2 DEFENSE INFORMATION STANDARDS REGISTRY (DISR) COMPLIANCE.

The DISR is the minimal set of rules governing the arrangement, interaction, and interdependence of the parts or elements that together form an information system. Its purpose is to ensure that DoD systems are interoperable, scalable, and portable. AIT-IV equipment specified in this Contract is not considered by DoD to be a system. Rather, AIT-IV equipment is used to provide data entry front-ends for DoD systems. This Specification includes small computer platforms and components that may be proprietary, or that have neither the capacity nor the scope to satisfy DISR requirements. For example, the operating systems for hand held terminals do not meet Common Operating Environment requirements. DISR requirements for modeling and designing a system are also not required by this Contract. Systems developers incorporating AIT-IV equipment purchased from this Contract will address AIT product modeling and design requirements in their system models and designs. The DISR requirement for purposes of this Contract is for AIT-IV equipment to interface with supported systems. Interface requirements for AIT-IV equipment are part of the specifications for these components. For each component provided by the Contractor, the Contractor shall identify each external interface of the component for which a standard interface specified in the DISR applies, and shall certify that each interface is compliant with a DISR standard.

3.3 OPERATING ENVIRONMENTS.

AIT-IV components shall operate in diverse environments, and under a full spectrum of climatic conditions. AIT-IV components may be subjected to rough handling, shock, and vibration during transportation, setup, and dismantling. All AIT-IV components shall be operated in industrial, hazardous, and ordnance environments, on board surface and subsurface naval vessels, aircraft, tanks, in conditions that range from protected and controlled (office settings) to extremely harsh and severe environments, and in areas with high levels of electromagnetic noise and interference. AIT-IV components are required for outdoor use and may be subjected to desert and Arctic areas. The Contractor shall certify that the provided components meet applicable Environmental Protection Act (EPA) requirements. The Government requires AIT-IV equipment that can be used in the following environments: electromagnetic, hazardous, ordnance, radio frequency, and rugged environments. However, the Laser Marking Equipment and Integrated Marking Cart Configuration are exceptions and are intended for use in an indoor industrial environment.

3.3.1 ELECTROMAGNETIC ENVIRONMENT.

Commercial AIT-IV equipment may be used in the vicinity of spectrum-dependent devices that receive low-level signals and/or transmit high-level signals (See MIL-STD-464A (<https://acc.dau.mil/CommunityBrowser.aspx?id=30513&lang=en-US>): Interface Standard for Systems Electromagnetic Environmental Effects). In order to certify the use of commercial AIT-IV equipment in these environments, the Government may subject representative categories of equipment to radiated emission and susceptibility tests (See MIL-STD 461D (<https://acc.dau.mil/CommunityBrowser.aspx?id=127372>): Requirements for the Control of Electromagnetic Interference Emissions and Susceptibility, and MIL-STD-462D (<https://acc.dau.mil/CommunityBrowser.aspx?id=127377&lang=en-US>): Measurement of Electromagnetic Interference Characteristics). The Contractor shall support Government-testing efforts by providing technical data sheets and responding to the Contracting Officer's Representative (COR) requests for additional data.

3.3.2 HAZARDOUS ENVIRONMENT.

The Contractor shall provide equipment that is identified and certified as Nonincendive (NI) for operation in environments where flammable and explosive gases and vapors may be present. At a minimum, the following NI requirements shall be met:

- Class 1 (Gases and Vapors)
 - Division 2 (Not present in normal operation)
 - Groups
 - A (Acetylene)
 - B (Hydrogen)
 - C (Ethyl Ether, Ethylene)

D (Acetone, Ammonia, Benzene, Butane, Cyclopropane, Ethanol, Gasoline,
Hexane, Methanol, Methane, Natural Gas, Naphtha, Propane)

Class 2 (Combustible Dust)

Division 2 (Not present in normal operation)

Groups

F (Combustible carbonaceous dusts)

G (All other combustible dusts, such as grain dust)

Class 3 (Easily Ignitable Fibers)

Division 2 (Not present in normal operation)

NI is a rating classification of equipment specifically defined in the National Electrical Code (NEC). To be given an NI rating, the Contractor shall have demonstrated that equipment cannot, under normal operation, produce a spark or other undesirable effects that might cause combustion in any potentially hazardous environment. The presence of gases, vapors, flammable liquids, combustible dust, or ignitable fiber or flyings are examples of potentially hazardous environments. Equipment shall be certified by an approved testing laboratory meeting OSHA standards. Circuits shall not produce a spark under normal operation. AIT-IV equipment may be used under conventional, chemical, or biological warfare conditions. The Contractor shall label components that are approved for use in a hazardous environment in accordance with governing body markings.

3.3.3 ORDNANCE ENVIRONMENT.

AIT-IV equipment may be used in the vicinity of ordnance susceptible to radiated energy. In order to certify that AIT-IV equipment is safe to use in these environments, the Government will select and subject a single item from each pertinent AIT-IV Contractor's equipment categories to stringent Hazards of Electromagnetic Radiation to Ordnance (HERO) environment testing (See MIL-STD 464A).

3.3.4 TESTING.

Each AIT-IV item tested shall successfully complete HERO testing prior to being made available for ordering on the AIT-IV Contract to include equipment added after contract award. Each AIT-IV Contractor shall be responsible for providing any and all support required to successfully complete HERO testing for their equipment at the direction of the Government COR at no additional cost to the Government. Contractors may be required to provide on-site support at the Government test facility (USN Dahlgren Laboratory) to support testing. The Government will bear the cost of the initial testing for each AIT-IV hardware item. All subsequent testing costs due to failure of an item to meet the HERO requirements shall be the responsibility of the Contractor.

3.3.5 SPECTRUM SUPPORTABILITY COMPLIANCE.

The DoD will obtain spectrum supportability guidance and approvals prior to procuring equipment that is designed to either transmit or receive electromagnetic (radio frequency) energy. Spectrum supportability includes spectrum certification, frequency assignments, and host nation coordination where employment of the system or equipment is planned. Radio frequency dependent components of the proposed system shall comply with applicable DoD, national, and international spectrum management policies and regulations to include spectrum certification in accordance with DoD Directive 4650.1, "Management and Use of the Radio Frequency Spectrum" and DoD Directive 5000.1, "The Defense Acquisition System". Frequency allocation shall be documented with a DD Form 1494 (APPLICATION FOR EQUIPMENT FREQUENCY ALLOCATION) and/or a "Note to Holder" as appropriate. The Contractor shall provide the technical data required to complete the spectrum supportability process, including information concerning specifications and testing of the transmitter, receiver, and antenna characteristics necessary for host nation coordination. The Contractor shall provide the technical support necessary to complete the DD Form 1494 no later than 30 days after the effective date of the Notice to Proceed or approval of a contract change proposal (CCP) to add or replace applicable items on the Contract. All Contractor-provided spectrum supportability compliance support shall be provided at no additional cost to the Government.

3.3.6 RUGGED ENVIRONMENT.

AIT-IV hardware will be used by the Government in "rugged environments" (i.e. industrial and field settings under temperate, arctic, maritime, desert, and tropical conditions). The words "rugged" or "ruggedized", when used in this Part D, mean that the Government requires AIT-IV hardware that is industrially hardened, designed, built, and tested

to ensure reliable and continuous performance in all rugged environments. In this environment, AIT-IV components may be subjected to rough handling, continuous operational use, vibration, dropping onto hard surfaces, and shock caused by transportation over rough terrain. Contractor-provided AIT-IV HHTs and the Access Points with NEMA enclosures shall be ruggedized (Industrial Hardened) and weatherproof (rain, wind, etc.) and shall comply with the IEC 60529 IP54 rating requirement.

3.4 ORIGINAL EQUIPMENT MANUFACTURER ENGINEERING CHANGES

All Original Equipment Manufacturer (OEM) sponsored Engineering Changes (ECs) adopted prior to the date of contract award shall be incorporated into the hardware and software delivered under this contract.

3.5 CONNECTIVITY TO GOVERNMENT-OWNED COMPUTERS.

The Government currently uses a wide variety of Pentium processor-based computers that shall be connected to the Contractor-provided AIT-IV components. Connections shall be in accordance with standard protocols (e.g., RS-232, RS-485, USB 1.1 or higher, and TCP/IP).

3.6 AC/DC POWER REQUIREMENTS.

3.6.1 POWER REQUIREMENTS.

The Contractor shall provide equipment designed and certified to meet quality and safety standards of Underwriters Laboratory (UL) or equivalent certified. The Contractor shall provide AIT-IV equipment with power supplies, fuses, and cables for AIT-IV components that shall allow the use of locally available commercial power. All AIT-IV components shall be compatible with the power supply, and power outlets or connectors, for the geographic area in which it is to be operated as specified in the Delivery Order, Task Order or Government Purchase Card Order. The Contractor shall also provide all necessary and appropriate AC plug adapters (when required for AC operation) for AIT-IV components delivered. The plug adapters are exempt from UL or equivalent certification.

3.6.2 POWER SUPPLIES.

AIT-IV devices and printers shall, to the extent available, automatically enter a low-power mode after a period of inactivity and automatically return to active mode upon resumption of system activity or receipt of external input. AIT-IV devices and printers shall be shipped with the power management feature enabled. The power supplies and AC adapters (when required for AC operation) shall be of a type to prevent damage to the device when transient high voltage is present. The Contractor shall provide a single unit to convert the plug type to one that is required by the country where the equipment will be operated. The power supplies and AC adapters shall be appropriately marked to indicate the product's safety and quality.

3.6.3 BATTERY-OPERATED AIT-IV EQUIPMENT.

The Contractor shall provide two sets of rechargeable batteries (one set operational and one set spare) with each battery-operated AIT-IV device acquired under this Contract.

3.6.3.1 RECHARGEABLE BATTERIES.

The Contractor shall provide rechargeable batteries that supply eight hours operation under typical use (Note: see more specific requirement for printers in subparagraphs under the paragraph entitled "Bar Code Label Printers") and that require no more than five hours to fully recharge. Typical use is benchmarked as the device powered on with two complete actions per minute. HHTs are to scan, decode, display data, and transmit data from (via RF) two bar codes per minute. Rechargeable batteries shall be chargeable without removal from AIT-IV equipment. Batteries or battery packs shall be user-replaceable in the field in less than two minutes, and without special tools. Positive and negative terminals of rechargeable batteries shall be clearly marked unless the shape of the rechargeable battery prevents improper or reversed installation. All battery charging devices shall be equally capable of charging batteries, e.g. waking up a battery, if required, to affect a charge.

3.6.3.2 INTERNAL BACK-UP POWER.

The Contractor shall provide:

- a. A method to maintain the data content of RAM for all HHTs during changing of the battery and for a minimum of five minutes when the battery is removed.
- b. AIT-IV Devices shall not require special storage procedures to prevent internal backup batteries from failing unless such batteries are user replaceable without special tools or training.
- c. A method to maintain the RAM of HHTs for a period of 72 hours when not in use.

3.6.3.3 LOW-POWER OPERATION.

Battery-operated AIT-IV equipment shall provide the operator with a visible signal when battery power is low. The low-battery power signal shall provide the operator with at least five minutes of advance warning of an automatic shutdown. To preserve stored data and to conserve power, battery-operated AIT-IV equipment shall automatically shut down before battery power is completely depleted.

3.7 ACCESSIBILITY

- a. The Contractor shall provide a comprehensive list of all provided specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor shall clearly indicate where this list with full details of compliance can be found (e.g., Contractor, subcontractor, vendor's, or other exact web page location). The Contractor shall ensure that the list is easily accessible by typical users beginning five calendar days after receipt of the notice to proceed. The Contractor shall maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and shall ensure that the detailed listing is updated within three calendar days of changes to the Contractor, subcontractor's, or vendor's product line.
- b. The Contractor shall ensure that all EIT products that are less than fully compliant are the most compliant products and services available to satisfy this Contract's requirements.
- c. For every EIT product provided under this Contract that does not comply with 36 CFR Part 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant product or service, if commercially available and cost neutral.

3.8 BAR CODE SYMBOLOGIES.

The AIT-IV equipment provided shall decode symbologies that comply with industry standards and specifications for Code 39, Code 128, CODABAR, Interleaved 2 of 5, GS1 Bar Codes, Universal Product Code (UPC), Data Matrix, and PDF 417. The Contractor provided equipment shall at a minimum read Medium (10.0) density Bar Code labels and, decode labels in accordance with the specifications defined in ANSI MH10.8.2 Data Application Identifier Standard, ANSI MH10.8.3M Material Handling - Unit Loads and Transport Packages - Two Dimensional Symbols, ANSI MH10.8M For Material Handling - Unit Loads and Transport Packages - Bar Code Symbols, and ANSI X3.182 Bar Code Print Quality Guidelines. When additional standards are developed during the life of the contract, the Government may require other symbologies.

3.9 EQUIPMENT DELIVERY REQUIREMENTS.

The Contractor shall provide all necessary equipment, software, cables, connectors, drivers, essential accessories, or ancillary items in order to make each deliverable item fully operational.

3.10 EXPEDITED DELIVERY REQUIREMENTS.

The Contractor shall provide Expedited Delivery for CONUS and OCONUS locations when specified in equipment orders (Delivery Orders and Government wide Purchase Card Orders). Delivery shall comply with the requirements of the paragraph entitled "Expedited Delivery" in Part C-1-1.

3.11 UNIQUE IDENTIFICATION.

Applicable items, as identified in DFARS 252.211-7003, Item Identification and Valuation (Aug 2008), in Contract Part C-1-1, shall be permanently marked in accordance with the "Revision of Update to Policy for UID and IUID of Tangible Items - New Equipment, Major Modifications, and Reprocurement of Equipment and Spares," December 22, 2003. Marking shall include the UID on the item or identification plate in Data Matrix Bar Code symbology

with Human Readable Interpretation (if adequate space is available). Data format shall be in accordance with the "Department of Defense Guide to Uniquely Identifying Items," Version 2.0, October 1, 2008. See Paragraph "UID and IUID Policy" in this Part for the website for UID and IUID Policy Regulations.

3.12 IPV6 ENABLED ASSETS

The Contractor shall warrant that each item delivered under the AIT-IV Contract shall accurately transmit, receive, process, and function correctly using the Internet Protocol Version 6 (IPv6). Specifically, the Contractor warrants that: 1) each item delivered complies with the current DISR developed IPv6 standards profile; 2) each item delivered maintains interoperability with IPv4 (specifically, shall operate on/coexist on a network supporting IPv4 only, IPv6 only, or a hybrid of IPv4 and IPv6); and 3) each item delivered is supported by the Contractor's IPv6 technical support. Additionally, as IPv6 evolves, the Contractor shall upgrade or provide an appropriate migration path for each item delivered. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this Contract, provided that notwithstanding any provision(s) to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor no later than one year after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government shall otherwise have under this AIT-IV Contract with respect to defects other than IPv6 performance.

3.13 BAR CODE DENSITY.

Bar Code density is directly related to the width of the narrowest element (bar or space) of the bar code, which is called the "x" dimension. The "x" dimension is measured in mils (thousandths of an inch). Typical densities vary for each bar code symbology but are still related to the "x" dimension. The family of densities in this Specification is referred to as low density, medium density and high density. The bar code density is critical in defining the ability of bar code scanners to read various densities, and to the ability of bar code label printers to print various densities. The relationship of densities and the corresponding "x" dimensions are as follows:

Density	Nominal "X" Dimension (in Mils)
Low	12.5+
Medium	10.0
High	7.5

Note: The values listed in the right-hand column refer to "x" dimensions for linear bar codes and PDF 417, and to the cell width module for Data Matrix 2D symbology. Where Data Matrix is specified, the Contractor shall provide scanning/imaging equipment that shall read and decode Data Matrix ECC 200 symbology with nominal cell width module of 10 Mils and a minimum dark/light contrast of 35%. Label printers shall print Data Matrix ECC 200 at a nominal cell width module of 10 Mils.

4 EQUIPMENT REQUIREMENTS.

The Contractor shall provide programmable Hand Held Terminals, imagers, IUID marking devices, printers, wired and wireless communications capabilities, interfaces, and various storage media with the associated readers and writers.

4.1 HAND HELD TERMINAL (HHT) REQUIREMENTS.

Hand Held Terminals (HHT) are microprocessor-based, hand-held devices used to automatically capture and store data. The HHTs shall accept data through touch screen, keypad, integral bar code imager, and attached devices, and shall communicate via communications docking station or 802.11g/i network with a host computer for data transfer and for downloading HHT program instructions from a host computer. The Contractor shall provide devices with graphical user interfaces and pen-based data input capability. The devices shall be provided with an operating system as described in the paragraph entitled "Hand Held Terminal Operating Systems." All HHTs shall be delivered with a Common Access Card (CAC) Reader. For each HHT delivered under the AIT-IV Contract with a

CAC reader the Contractor shall affix a permanent label to the HHT on or near the CAC reader that states “WARNING! THIS ITEM SHALL NOT BE USED IN A HAZARDOUS ENVIRONMENT WHEN A CAC IS INSERTED IN THE CAC READER.” When available, all HHTs shall be delivered with CAC enablement software installed and enabled. The Contractor shall provide a Communication Docking Station/Battery Charger with a physical interface for communicating between the HHT and a host computer. The unit shall also charge the batteries in the HHT without removing the batteries from the HHT. HHTs shall be capable of supporting DoD Public Key Infrastructure (PKI) interfaces (reference: <http://iase.disa.mil/pki/index.html>). As a separately orderable component, the Contractor shall provide a semi-transparent and flexible dust cover for the keypad and screen to prevent dust and sand intrusion and damage to screen while permitting full use of the device (keypad, screen, and scanner). These HHTs are intended for use in the office, warehouse, and outdoor military environments worldwide.

4.1.1 TECHNICAL REQUIREMENTS.

The Contractor shall provide HHTs with all of the following attributes and components:

- a. An integral bar code imager with capability to read the linear and 2-D bar codes specified in the paragraph entitled “Bar Code Symbolologies”;
- b. The integral bar code imager (with the exception of the HHT-F with Direct Part Mark reading capability) shall provide a depth of field of at least 4 inches for low and medium density bar codes and 2 inches for high density bar codes.
- c. Ruggedized construction;
- d. Minimum operating temperature range of -10° to + 50° Celsius;
- e. Certified Nonincendive;
- f. A screen or display that can receive input via pen and touch;
- g. A minimum of ¼ VGA Color display;
- h. A minimum 128 Mbytes RAM;
- i. Retain data in memory for a minimum of 5 minutes without main battery power;
- j. A minimum of 128 Mbytes user programmable ROM for OS and Application Software;
- k. Operating system (OS) as described under “Hand Held Terminal Operating Systems”;
- l. Cabled data communications to a host PC;
- m. Provided with a communications dock /battery charger;
- n. Provided with one set of operational and one set of spare rechargeable batteries;
- o. Provided with tethered stylus and spare stylus;
- p. Provided with a user accessible memory card slot;
- q. Provided with Removable Memory Media appropriate to the user accessible memory slot, in 2GB capacity.
- r. Built-in Wireless Radio Frequency Data Communications conforming to IEEE 802.11g, with capability to deactivate radio (assured deactivation), except that those classes designated as ‘Batch’ shall have all radios (if any) deactivated with no user capability to enable the radios.

4.1.2 HAND HELD TERMINAL-A (HHT-A) WITH ABBREVIATED KEYPAD AND WIRELESS 802.11G/I DATA COMMUNICATIONS

The Contractor shall provide a hand-held, user-programmable HHT-A with abbreviated keypad and 802.11g/i wireless communications function as Separately Orderable Components.

The HHT-A that complies with paragraph “Hazardous Environment” in this Part shall be available for ordering on the AIT-IV contract no later than 90 calendar days after the effective date of the notice to proceed.

4.1.2.1 SEPARATELY ORDERABLE COMPONENTS.

The Contractor shall provide the following Separately Orderable Components for the HHT-A:

- a. Universal (Right or Left-handed) HHT Holster with adjustable, detachable shoulder strap and means of belt attachment;
- b. Detachable handle with trigger (if available and not inherent to HHT-A);
- c. Rechargeable Battery;
- d. Multiple Battery Charger for a minimum of 4 batteries;
- e. Transparent, flexible dust cover, and

- f. One pack of 12 tethered replacement styli.

4.1.3 HAND HELD TERMINAL-B (HHT-B) WITH ABBREVIATED KEYPAD AND BATCH COMMUNICATIONS (NO WIRELESS CAPABILITY)

The Contractor shall provide a hand-held, user-programmable HHT-B with abbreviated keypad and batch communications function. It shall not have any wireless function, and if any radios are present on the motherboard, they must be permanently disabled.

The HHT-B that complies with paragraph "Hazardous Environment" in this Part shall be available for ordering on the AIT-IV contract no later than 90 calendar days after the effective date of the notice to proceed.

4.1.3.1 SEPARATELY ORDERABLE COMPONENTS.

The Contractor shall provide the following Separately Orderable Components for the HHT-B:

- a. Universal (Right or Left-handed) HHT Holster with adjustable, detachable shoulder strap and means of belt attachment;
- b. Detachable handle with trigger (if available and not inherent to HHT-B);
- c. Rechargeable Battery;
- d. Multiple Battery Charger for a minimum of 4 batteries;
- e. Transparent, flexible dust cover, and
- f. One pack of 12 tethered replacement styli.

4.1.4 HAND HELD TERMINAL-C (HHT-C) WITH FULL ALPHANUMERIC KEYPAD WITH WIRELESS 802.11I/G COMMUNICATIONS.

The Contractor shall provide a hand-held, user-programmable HHT-C with a full alphanumeric keypad capability and wireless 802.11g/i wireless communications function. The HHT-C shall be capable of communicating with the Portable/Wearable Bar Code Label Printer through a cable interface. The Contractor shall provide a User specified Operating System of either Win Mobile 5.0 or Win Mobile 6.x (latest version). Although not a mandatory requirement, the Government desires that the HHT-C can operate in a wider temperature range than the operating temperatures stated in this Part.

4.1.4.1 SEPARATELY ORDERABLE COMPONENTS

The Contractor shall provide the following Separately Orderable Components for the HHT-C Class:

- a. Universal (Right or Left-handed) HHT Holster with adjustable, detachable shoulder strap and means of belt attachment;
- b. Detachable handle with trigger (if available and not inherent to HHT-C);
- c. Rechargeable Battery;
- d. Multiple Battery Charger for a minimum of 4 batteries;
- e. Transparent, flexible dust cover,
- f. One pack of 12 tethered replacement styli;
- g. WinMobile 5.0 option; and
- h. Win Mobile 6.x (latest version) Upgrade, with user assisted installation option.

4.1.5 HAND HELD TERMINAL-D (HHT-D) WITH FULL ALPHANUMERIC KEYPAD AND BATCH COMMUNICATIONS (NO WIRELESS CAPABILITY)

The Contractor shall provide a hand-held, user-programmable HHT-D with full alphanumeric keypad and batch/wired communications function. It shall not have any wireless function, and if any radios are present on the motherboard, they must be permanently disabled.

4.1.5.1 SEPARATELY ORDERABLE COMPONENTS.

The Contractor shall provide the following Separately Orderable Components for the HHT-D Class:

- a. Universal (Right or Left-handed) HHT Holster with adjustable, detachable shoulder strap and means of belt attachment;
- b. Detachable handle with trigger (if available and not inherent to HHT-D);
- c. Rechargeable Battery;
- d. Multiple Battery Charger for a minimum of 4 batteries;
- e. Transparent, flexible dust cover; and
- f. One pack of 12 tethered replacement styli.

4.1.6 HAND HELD TERMINAL-E (HHT-E) WITH EXTENDED SCAN RANGE, FULL ALPHANUMERIC KEYPAD, AND WIRELESS 802.11I/G COMMUNICATIONS.

The Government desires a hand-held, user-programmable HHT-E with a full alphanumeric keypad capability and wireless 802.11g/i wireless communications function. This HHT-E shall have the capability of reading extended range linear bar codes at a range of up to 40 feet.

The HHT-E that complies with paragraph "Hazardous Environment" in this Part shall be available for ordering on the AIT-IV contract no later than 90 calendar days after the effective date of the notice to proceed.

4.1.6.1 SEPARATELY ORDERABLE COMPONENTS.

The Contractor shall provide the following Separately Orderable Components for the HHT-E Class:

- a. Universal (Right or Left-handed) HHT Holster with adjustable, detachable shoulder strap and means of belt attachment;
- b. Detachable handle with trigger; (if available and not inherent to HHT-E)
- c. Rechargeable Battery;
- d. Multiple Battery Charger for a minimum of 4 batteries;
- e. Transparent, flexible dust cover
- f. One pack of 12 tethered replacement styli.

4.1.7 HAND HELD TERMINAL-F (HHT-F) WITH DIRECT PART MARK READING CAPABILITY, FULL ALPHANUMERIC KEYPAD, AND WIRELESS 802.11I/G COMMUNICATIONS.

The Contractor shall provide a hand-held, user-programmable HHT-F with a full alphanumeric keypad capability and wireless 802.11g/i wireless communications function. This HHT-F shall have the additional capability of reading Direct Part Markings encoded in the Data Matrix Symbolology on a variety of base materials and produced by the various methods listed in MIL-STD 130N (http://assist.daps.dla.mil/quicksearch/basic_profile.cfm?ident_number=35521), including laser etching and dot peen, with minimum cell size of 7.5 mil.

The HHT-F that complies with paragraph "Hazardous Environment" in this Part shall be available for ordering on the AIT-IV contract no later than 90 calendar days after the effective date of the notice to proceed.

4.1.7.1 SEPARATELY ORDERABLE COMPONENTS.

The Contractor shall provide the following Separately Orderable Components for the HHT-F Class:

- a. Universal (Right or Left-handed) HHT Holster with adjustable, detachable shoulder strap and means of belt attachment;
- b. Detachable handle with trigger (if available and not inherent to HHT-F);
- c. Rechargeable Battery;
- d. Multiple Battery Charger for a minimum of 4 batteries;
- e. Transparent, flexible dust cover, and
- f. One pack of 12 tethered replacement styli.

4.2 BAR CODE SCANNING/IMAGING DEVICES.

The Contractor shall provide bar code scanning and imaging devices that are lightweight, ergonomically designed, and operator-activated. Cable interfaces shall consist of a coiled, strain-relieved USB cable, expandable from 3 feet to 8 feet in length.

4.2.1 TECHNICAL REQUIREMENTS.

The Contractor shall provide ruggedized bar code scanning and imaging devices. Bar code scanning/imaging devices shall scan bar codes printed with direct thermal, thermal transfer, dot matrix, ink jet, and laser technologies, as well as bar codes printed on colored substrates that meet the grade requirements of subparagraph b below. The scanners/imagers shall read and decode all of the symbologies listed in the paragraph entitled "Bar Code Symbologies." The Contractor shall provide bar code imagers that:

- a. Read the bar codes and densities specified and have a depth of field of at least 4 inches for low and medium density bar codes and 2 inches for high density bar codes and 2D bar codes;
- b. Shall read a minimum print quality of grade C bar codes in accordance with ANSI ASCX3.182-1990 (R1995);

4.2.2 IMAGER FOR PC INPUT – GENERAL BAR CODE (WITH DATA CONVERSION).

The Contractor shall provide a bar code imaging device that shall read printed symbologies and high contrast data plate markings.

4.2.2.1 TECHNICAL REQUIREMENTS.

The Contractor shall provide General Bar Code Imagers that shall:

- a. Be provided with a desktop stand to hold the barcode imager when not in use;
- b. Be user configurable as a keyboard wedge or as a direct serial input device with a USB connector;
- c. Inherently perform data conversion (user configurable) to substitute printable characters for the non-printable ASCII characters utilized in IUID data syntax.

4.2.3 IMAGER FOR PC INPUT – IUID DIRECT PART MARKING (WITH DATA CONVERSION).

The Contractor shall provide a bar code imaging device that shall read direct part markings meeting MIL-STD 130N requirements, including laser etching and dot peen marks on a variety of materiel substrates and surfaces in addition to printed symbologies and high contrast data plate markings.

4.2.3.1 TECHNICAL REQUIREMENTS.

The Contractor shall provide IUID Direct Part Marking Imagers that shall:

- a. Be provided with a desktop stand to hold the barcode imager when not in use;
- b. Be user configurable as a keyboard wedge or as a direct serial input device with a USB Connector;
- c. Inherently perform data conversion (user configurable) to substitute printable characters for the non-printable ASCII characters utilized in IUID data syntax.

4.2.4 MAGNETIC STRIP AND BAR CODE READER.

The Contractor shall provide a combination device that shall read magnetic stripe cards and bar codes printed on paper or plastic card stock. The device shall read infrared bar codes for security-based applications where bar codes are overprinted to prevent duplication. The reader shall read up to three tracks of magnetic stripe encoded information with a single swipe in either direction. The device shall be provided with a USB interface to a PC.

4.3 BAR CODE LABEL PRINTERS.

4.3.1 GENERAL REQUIREMENTS.

The Contractor shall provide printers designed for single and bulk production of Bar Code Labels. Printers shall be designed and ruggedized for an industrial warehouse environment.

4.3.2 TECHNICAL REQUIREMENTS.

The Contractor shall provide ruggedized Bar Code Label Printers that shall generate general purpose labels, and special purpose labels with special adhesives for use in rugged environments. They shall produce labels on various synthetic and paper label media utilizing both thermal transfer and direct thermal technologies. The printers shall print bar codes, text, and black and white graphics on the labels. The Contractor shall provide bar code label printers with the following features:

- a. Each bar code printer shall print all bar code symbologies listed in the paragraph entitled “Bar Code Symbologies” at standard densities with at least a Grade A print quality, as defined in ANSI X3.182-1990 (R1995);
- b. Store and produce two forms comparable in size and data content to the DD Form 1348-1;
- c. Print bar codes in all four of the cardinal directions (both picket fence and ladder bar codes);
- d. Print bar code symbologies with a minimum resolution of 203 dpi;
- e. Print bar codes, using direct thermal and thermal transfer printing;
- f. A minimum four-inch throat size;
- g. Drivers provided for Microsoft Windows XP or latest version Operating System (updated with the latest Service Pack) operating system.

4.3.3 PORTABLE/WEARABLE BAR CODE LABEL PRINTER.

The Contractor shall provide a Portable Bar Code Label Printer that can be used as a portable or fixed printer with the following attributes and components:

- a. Printer size allows the unit to be easily carried with one hand;
- b. Easily fastened to a belt or shoulder strap;
- c. Delivered with operating and spare rechargeable batteries;
- d. Delivered with a cable to interface to the HHT-C;
- e. Delivered with a USB cable to interface to a PC;
- f. Print speeds of at least one and one half inches-per-second;
- g. Print labels while the printer is being carried by the user;
- h. Print 1200 linear inches of labels on a single battery.

4.3.3.1 SEPARATELY ORDERABLE COMPONENTS.

The Contractor shall provide the following Separately Orderable Components for the Portable Bar Code Label Printer:

- a. Rechargeable Battery;
- b. Battery Charger;
- c. Printer Carrying Case with shoulder strap (for printer only).

4.3.3.2 CONSUMABLE SUPPLIES.

The Contractor shall provide the following Consumable Supply for the Portable Bar Code Label Printer: Label and Ribbon Set consisting of 6 rolls of 4-inch by 6-inch synthetic labels and matching resin-based ribbon stock.

4.3.4 PORTABLE/STATIONARY BAR CODE LABEL PRINTER.

The Contractor shall provide a portable/stationary bar code label printer suitable for mobile applications, such as set-up at a temporary desk or a moving cart, with the following attributes and components:

- a. Delivered with a USB interface cable for one-way or two-way communications to a PC host;
- b. Minimum throughput speed of four inches-per-second;
- c. Delivered with means of operating from standard electrical power supply (electrical cable and plug or AC Adapter);
- d. Easily transported and carried in carrying case with one hand.

4.3.4.1 SEPARATELY ORDERABLE COMPONENTS.

The Contractor shall provide a Soft Carrying Case with Strap as a Separately Orderable Component for the Portable/Stationary Bar Code Label Printer.

4.3.4.2 CONSUMABLE SUPPLIES.

The Contractor shall provide the following Consumable Supplies for the Portable/Stationary Bar Code Label Printer:

- a. Roll of stock for 4-inch by 6-inch synthetic Labels;
- b. Resin-based Printer Ribbon for 4-inch width labels.
- c. Stationary Bar Code Label Printer with Wireless IEEE 802.11g/i RF communications interface with antenna.

4.3.5 STATIONARY BAR CODE LABEL PRINTER.

The Contractor shall provide Stationary Bar Code Label Printers with the following attributes and components:

- a. Built in diagnostic display and keypad for configuration and troubleshooting;
- b. Parallel, USB, and Ethernet communications ports;
- c. Delivered with a USB interface cable;
- d. On-demand printing for at least 16 hours per day;
- e. Use a roll of label stock with a diameter of 8 inches;
- f. Automatic sensing for different label sizes;
- g. Minimum print speed of 6 inches-per-second;
- h. Dispense a self-stripped label on demand for the Stationary Bar Code Label Printer with Installed Take-Up Reel.

4.3.5.1 CONFIGURATIONS.

The contractor shall provide the following models of the Stationary Bar Code Label Printer:

- a. Stationary Bar Code Label Printer;
- b. Stationary Bar Code Label Printer with Installed Take-Up Reel, that shall rewind the entire backing from an 8-inch diameter roll of label stock;
- c. Stationary Bar Code Printer with 802.11g/i Wireless Communications.

4.3.5.2 CONSUMABLE SUPPLIES.

The Contractor shall provide the following Consumable Supplies for the Stationary Bar Code label Printer:

- a. 8-inch roll of 4-inch by 6-inch synthetic Label stock;
- b. 8-inch roll of 4-inch by 3-inch synthetic Label stock; and
- c. Resin-based Printer Ribbon for 4-inch width labels.

4.3.6 STATIONARY EPC GLOBAL PASSIVE RFID/BAR CODE LABEL PRINTER/ENCODER.

The Contractor shall provide a Passive EPC Global Stationary Bar Code Label Printer with the following attributes and components:

- a. Built in diagnostic display and keypad for configuration and troubleshooting;
- b. Parallel, USB, and Ethernet communications ports;
- c. Delivered with a USB interface cable;
- d. Capable of on-demand printing for at least 16 hours per day;
- e. Utilize a roll of label stock with a diameter of 8 inches;
- f. Automatic sensing for different label sizes;
- g. Minimum print speed of 6 inches-per-second;
- h. Dispense a self-stripped label on demand;
- i. RESERVED; and

- j. Encode and verify an EPC Global RFID GEN2 device embedded in each label.

4.3.6.1 CONSUMABLE SUPPLIES.

The Contractor shall provide the following Consumable Supplies for the Stationary EPC Global Bar Code label Printer:

- a. 8-inch roll of 4-inch by 6-inch synthetic Label stock with embedded EPC Global GEN2 RFID; and
- b. Resin-based Printer Ribbon for 4-inch width labels.
- c. 8-inch roll of 4-inch by 2-inch synthetic Label stock with embedded EPC Global GEN2 RFID data communications.

4.4 ITEM UNIQUE IDENTIFICATION (IUID) MARKING AND VERIFICATION EQUIPMENT.

4.4.1 GENERAL REQUIREMENTS.

The Contractor shall provide equipment for producing IUID marks on various materials, including directly marking parts and permanent labels, in the Data Matrix ECC200 symbology and DOD IUID specified data syntax.

4.4.2 LASER MARKING EQUIPMENT.

The Contractor shall provide laser marking equipment with the following attributes and components:

- a. A minimum 45 Watt CO2 laser, or equivalent YAG, or Fiber laser;
- b. Marking platform to accommodate label or metal sheet stock up to 12 inches by 24 inches and objects up to 12 inches wide by 12 inches long and 1 inch high;
- c. Be capable of producing IUID markings on temperature resistant laser engraveable adhesive film, temperature resistant aluminum data plate stock with coating for thermal discoloration, and anodized (black) aluminum data plate stock; and produce markings on stainless steel utilizing ceramic boding materials;
- d. Integrated carbon/HEPA air filtration system;
- e. Safety features to protect the vision of operator and personnel who may be in proximity to equipment in use; and
- f. Accommodation for use of 120V 20 amp power.

4.4.3 DOT PEEN MARKING EQUIPMENT.

The Contractor shall provide Dot Peen Marking Equipment with the following attributes and components:

- a. Produce dot peen marks at a cell size between 7.5 and 25 mils;
- b. Method of securing data plate stock up to 12 inches by 24 inches and objects up to 12 inches wide by 24 inches long and 8 inches high while in operation;
- c. Accommodation for use of 120V 20 amp power.

4.4.4 VERIFICATION EQUIPMENT.

4.4.4.1 TECHNICAL REQUIREMENTS.

Verification equipment shall verify Data Matrix ECC 200 marks to ISO 15415, SAE AS9132, and AIM DPO Guideline standards. Equipment shall also validate data structure encoded in the marks to DoD IUID Syntax. At a minimum, the equipment shall verify marks with cell sizes from 7.5 mil to 25 mil and up to one square inch in overall size. The equipment shall interface to a computer operating Windows XP or later and shall include necessary software to produce, store, and print verification reports for each mark verified.

The Contractor shall provide the following models of IUID/Data Matrix Verification Equipment:

- a. Desktop Verifier for Direct Part Marks and Labels that shall accommodate objects up to 12 inches wide by 24 inches long and 8 inches high.
- b. Desktop Verifier for Labels that shall accommodate label and data plate stock up to 12 inches by 24 inches.

4.4.5 INTEGRATED MARKING CART CONFIGURATION.

The Contractor shall provide an Integrated Marking Cart Configuration consisting of AIT-IV equipment that meets all of the requirements as individually specified in this Statement of Work. The make and model of all items included in the Integrated marking Cart Configuration specified below shall be the same as the individual items listed in the Contractor's AIT-IV CLIN list. The Contractor shall provide an Integrated Marking Cart Configuration with the following attributes and components:

- a. Configured on a mobile cart mounted on four heavy duty full-swivel casters of minimum size of 4 inch diameter, with at least two casters having locking brakes, the cart width not exceeding 32 inches.
- b. Electric cord of minimum 25 foot length from cart to 120V 20 amp power supply source;
- c. Laser marking equipment as described above;
- d. Stationary Bar Code Label printer;
- e. IUID Desktop Verifier for Direct Part Marks and Labels;
- f. IUID Direct Part Mark Imager;
- g. Label design and printing software for Bar Code Printer;
- h. CAC enabled industrially hardened PC operating Windows XP or later with IUID Marking Integration Software (described in "Software, Firmware, and Security Requirement" in this Part) loaded and interfaced to the above marking reading components.

4.5 SMALL ARMS ROOM KIT NOTEBOOK COMPUTER.

a. The Contractor shall provide a Small Arms Room notebook computer that shall at a minimum have a touch screen display, be a ruggedized, Industrially Hardened, dual-core processor, with a shock mounted and removable 80 GB Hard Disk Drive, 1 GB RAM, 1.2 GHz minimum processing speed, a CAC reader, and combination internal or external DVD-ROM and CDR/RW drive. The notebook computer shall meet or exceed the IP 54/IEC 60529 standard for sealed against water and dust intrusion. The notebook computer shall weigh no more than 7 lbs and shall be equipped with an additional outdoor viewable Point of Sale (POS) 15" LCD touch screen display for customer user data input to the Small Arms Room Kit notebook computer.;

b. The Small Arms Room Kit notebook computer shall be configured with the Microsoft Windows XP or latest version Operating System (updated with the latest Service Pack) and the Small Arms Room Management Software (see paragraph 5.9 of this Part). The Contractor shall Harden the OS to the DISA Field Security Operations (FSO) Gold Disk Platinum settings. The POC at the Defense Information Systems Agency (DISA) for the Gold Disk is: fso_spt@disa.mil. The Small Arms Room Kit Notebook Computer shall have contractor provided Small Arms Room Kit software installed and operational prior to delivery to the Government.

4.5.1 TECHNICAL REQUIREMENTS.

The Contractor shall provide spread spectrum RFDC configurations for 2.4 to 2.5 GHz (IEEE 802.11g/i conformant) frequency bands. The Contractor shall provide components with field-selectable/adjustable frequency bands. Components operating in the 2.4 to 2.5 GHz band shall have an operating range of at least 500 feet in open unrestricted environments. Since the allowable power and frequency bands of 2.4 to 2.5 GHz configurations vary from country to country, the Contractor shall provide units with allowable output power and frequency bands consistent with the laws, regulations, and rules of the country stated on the Delivery Order, or Task Order. These components shall comply with requirements of FCC Part 15, Subparts A, B, and C for Class A digital devices. In order to certify the use of AIT-IV equipment in these environments, the Government may subject representative categories of equipment to radiated emission and susceptibility tests (See MIL-STD 461D: Requirements for the Control of Electromagnetic Interference Emissions and Susceptibility, and MIL-STD-462D: Measurement of Electromagnetic Interference Characteristics). Those components operating in the 2.4 to 2.5GHz (IEEE 802.11g conformant) band shall maximize net throughput and conform to IEEE 802.11g, Wireless Local Area Networks (WLANs), and provide TCP/IP addressing. The 802.11g requirements shall adhere to the IEEE 802.11i security standard.

4.6 RADIO FREQUENCY DATA COMMUNICATION CONFIGURATIONS.

The Contractor shall provide real-time, Radio Frequency Data Communication (RFDC) configurations components that use spread spectrum transmission for linking information to material flow in various applications; for example, in yard, warehouse, and retail operations. Configuration components are RF terminals, access points, and gateways.

4.6.1 TECHNICAL REQUIREMENTS.

The Contractor shall provide spread spectrum RFDC configurations for 2.4 to 2.5 GHz (IEEE 802.11g/i conformant) frequency bands. The Contractor shall provide components with field-selectable/adjustable frequency bands. Components operating in the 2.4 to 2.5 GHz band shall have an operating range of at least 500 feet in open unrestricted environments. Since the allowable power and frequency bands of 2.4 to 2.5 GHz configurations vary from country to country, the Contractor shall provide units with allowable output power and frequency bands consistent with the laws, regulations, and rules of the country stated on the Delivery Order, or Task Order. These components shall comply with requirements of FCC Part 15, Subparts A, B, and C for Class A digital devices. In order to certify the use of AIT-IV equipment in these environments, the Government may subject representative categories of equipment to radiated emission and susceptibility tests (See MIL-STD 461D: Requirements for the Control of Electromagnetic Interference Emissions and Susceptibility, and MIL-STD-462D: Measurement of Electromagnetic Interference Characteristics). Those components operating in the 2.4 to 2.5GHz (IEEE 802.11g conformant) band shall maximize net throughput and conform to IEEE 802.11g, Wireless Local Area Networks (WLANs), and provide TCP/IP addressing. The 802.11g requirements shall adhere to the IEEE 802.11i security standard.

4.6.2 RF ACCESS POINTS.

RF access points are small transceivers that are wired into network configurations (combined transceiver, controller, and bridge between wireless and wired communication). These access points permit two-way communications between mobile RF data collection terminals, and a PC or LAN. The Contractor shall provide RF access points that provide 2.4 to 2.5 GHz (IEEE 802.11g/i conformant) spread spectrum communications. The RF access points shall be provided with appropriate antenna(s). The RF access points shall have a direct interface for communicating with a host computer. The 2.4 to 2.5 GHz access point shall be provided with an IEEE 802.3/Ethernet interface card with a 10BaseT connector and shall implement TCP/IP addressing and shall provide Simple Network Management Protocol, and Management Information Base (MIB) I and MIB II reporting. IEEE 802.3af "Power over Ethernet" function shall be provided. Access Points shall be user configurable by both serial and IP connection. User Configuration function shall allow complete integration into new and existing IEEE 802.11g/i Wireless Networks. The RF Access Points shall be sufficiently ruggedized for use in industrial warehouse and warehouse docking areas when mounted under-cover (protected from direct precipitation).

The Contractor shall provide the following models of the RF Access Point:

- a. Access Point, Indoor Environment, and
- b. Access Point, NEMA Enclosure for worldwide indoor/outdoor use.

4.6.3 RF GATEWAY.

RF gateways provide a communications point between access points and a PC or LAN. The Contractor shall provide RF gateways that provide 2.4 to 2.5 GHz (IEEE 802.11g/i conformant) spread spectrum communications. The RF gateways shall have a direct interface for communicating with a host computer. The 2.4 to 2.5 GHz access point shall be provided with an IEEE 802.3/Ethernet interface card with a 10BaseT connector and shall implement TCP/IP addressing and shall provide Simple Network Management Protocol, and Management Information Base (MIB) I and MIB II reporting.

4.7 DATA STORAGE MEDIA.

4.7.1 SMALL CONTACT MEMORY DEVICES.

Contact Memory Devices are intended for permanent affixing to a variety of cases and weapon system components for use in serial number tracking and recording of component configuration, usage, and repair data. These contact

memory devices, also known as buttons, will be subjected to extreme environmental conditions including low atmospheric pressure at high altitudes. Contact memory devices shall perform dynamic read/write functions; that is, they shall overwrite specific data without reformatting the entire device. The contractor shall provide battery-less Contact Memory Devices with the following attributes:

- a. Two data capacities utilizing same physical and logical interfaces:
 - 1. Minimum of 32 Kbyte
 - 2. Minimum of 64 Kbyte
- b. Button form factor with as small a footprint as possible.
- c. Method of permanent attachment to a flat surface.
- d. Data retention of at least 50 years.

4.7.2 MICRO CONTACT MEMORY DEVICES.

Micro Contact Memory Devices are intended for permanent affixing to a variety of weapons for use in serial number tracking and recording of component configuration, usage, and repair data. These micro contact memory devices, also known as buttons, will be subjected to extreme environmental conditions including low atmospheric pressure at high altitudes. Contact memory devices shall provide dynamic read/write functions; that is, they shall overwrite specific data without reformatting the entire device. The contractor shall provide battery-less Micro Contact Memory Devices with the following attributes:

- a. Data capacities of at least 4 Kbytes.
- b. Button form factor with as small a footprint as possible.
- c. Method of permanent attachment to a flat surface.
- d. Data retention of at least 50 years.

4.8 READERS, WRITERS, AND ENCODERS FOR DATA STORAGE MEDIA.

4.8.1 READER/WRITER FOR SMALL CONTACT MEMORY DEVICES.

Primary application of the Reader/Writer (probe) will be for use within maintenance facilities, although occasional outdoor use under moderate conditions may be expected.

4.8.1.1 TECHNICAL REQUIREMENTS.

Each probe shall be provided with copy/license for any runtime modules, device drivers, etc., required to utilize probe and button functionality.

4.8.1.2 FORM FACTORS.

- a. Reader/Writer with USB interface to PC;
- b. Reader/Writer with interface for HHTs-C.

4.8.2 READER/WRITER FOR MICRO CONTACT MEMORY DEVICES.

Primary application of the Reader/Writer (probe) will be for use within maintenance facilities, although occasional outdoor use under moderate conditions may be expected.

4.8.2.1 TECHNICAL REQUIREMENTS.

The contractor shall provide Readers/Writers for the Micro Contact Memory Devices. Each probe shall be provided with copy/license for any runtime modules, device drivers, etc., required to utilize probe and button functionality.

4.8.2.2 FORM FACTORS.

- a. Reader/Writer with USB interface to PC;
- b. Reader/Writer with interface for HHTs-C.

4.9 TRANSIT CASES.

The contractor shall use best commercial practices in the design and manufacturer of the configured transit cases to protect the contained AIT-IV equipment. The transit cases shall be rigid, stackable, lockable, suitable for rugged environments, reusable, and waterproof to protect AIT-IV components during intermodal transport and storage. Transit cases shall protect AIT-IV components from rugged environment damage resulting from dropping during cargo loading and unloading, and vibration and shock when transported as loose cargo over unpaved secondary roads. The transit case shall be flexible enough to absorb shock, yet durable enough to protect the contents from forces striking the case from any angle. Transit cases shall be equipped with automatic pressure-vacuum relief valves to accommodate differences in pressure from sea level up to an altitude of 40,000 feet.

4.9.1 CONTENTS.

The Contractor shall provide Transit Cases that contain cutouts or molded cushioning to protect the contents from damage during transit and storage. AIT-IV components contained within the Transit Cases shall not be affixed to the Case. The Transit Case cover shall be non-hinged and inserts shall be split so as to be an integral part of the top and bottom pieces of the case. Cushioning material used for cutouts or molded compartments shall be non-flaking, permanent, reusable, and attached to the Transit Case.

4.9.2 INVENTORY LIST.

Each Transit Case shall have a durable, permanent inventory list of all AIT-IV components in the case that includes: Nomenclature, Quantity of Each Component, Number of Cases per Configuration, and Graphic Packing Instructions. The Inventory list shall be affixed to the inside top cover and visible to the user.

4.9.3 TRANSIT CASE COLOR.

The Contractor shall provide Transit Cases in Olive Drab.

4.9.4 TRANSIT CASE SURVIVABILITY.

Transit Case materials shall be treated, or otherwise engineered to protect against Transit Case deterioration caused by moisture, mold, rot, ultraviolet radiation, industrial solvents, hydraulic fluids, petroleum products, and jet fuel. All metallic parts shall be corrosion-resistant.

4.9.5 HUMAN FACTOR SIZE, WEIGHT, AND DIMENSION LIMITATIONS.

The Contractor shall make every effort to minimize the weight, size, and number of Transit Cases for each Configuration. Transit Cases shall be able to fit through a 30-inch wide opening, such as a doorway. The weight of the Transit Case contents shall be evenly distributed between the Transit Case handles, with a low center of gravity when fully loaded or unloaded. The gross weight of the Transit Case plus contents shall not exceed 130 pounds. The use of the Transit Case cover for storage shall not make the cover inordinately heavy causing problems during the lifting or removal of the cover. The weight lifting limits per Transit Case shall not exceed those listed below:

- a. One-person lift: 37 pounds;
- b. Two-person lift: 74 pounds;
- c. Four-person lift: 130 pounds.

4.9.6 HANDLES AND CLASPS.

The Contractor shall provide Transit Cases with a sufficient number of handles to facilitate movement by the specified number of personnel. All one-person and two-person lift Transit Cases shall have at least two handles. Transit Cases requiring a four-person lift shall have a minimum of two handles on each side of the case. Handles shall return to a closed position by a spring-loaded mechanism or a simple restraining mechanism when not in use. Handles and clasps shall be recessed, non-reflective, dark in color, non-corrosive, easily accessible, and operable by personnel wearing low-temperature protective gloves.

4.9.7 IDENTIFICATION PLATE.

An Identification (ID) Plate shall be permanently affixed to each Transit Case. ID Plate lines, letters, numerals, and characters shall be permanent and legible in compliance with DoD Unique Identification Policy reference provided at Appendix A of the Policy. ID Plates and mounting provisions shall be resistant to abrasion, rain and salt spray, and common cleaning solutions. ID Plates shall not detach from the Transit Case when subjected to the elements and extreme temperatures. ID Plates shall have smooth edges, and shall be free of blisters, cracks, sharp corners, foreign matter, or any other defects. The ID Plate drawings shall be provided to the COR for approval prior to commencement of manufacture of ID Plates and the assignment of serial numbers. The Contractor shall assign a serial number to each Transit Case, and this serial number shall be included in the UID.

4.9.7.1 ID PLATE DIMENSIONS.

Identification plate dimensions shall be no less than 1.75 inches wide by 3.0 inches long. The thickness for all identification plates shall be 0.03 inch, plus or minus 0.0005 inch, without backing material.

4.9.7.2 ID PLATE PRINTING.

Letters printed on ID Plates shall be Gothic capitals, and numbers and characters shall be of similar appearance. The background color shall be black and the printed characters shall be white. Bar codes shall be on a white background with the bar codes printed in black.

4.9.7.3 ID PLATE INFORMATION.

As a minimum, the Government requires the following information on the ID Plate:

- a. Contract Number;
- b. Contractor And Government Entity (CAGE) Code;
- c. National Stock Number (NSN) of the Transit Case Group and Configuration;
- d. Approved Government Nomenclature, or Transit Case Group and Configuration Name;
- e. Type Designation;
- f. Transit Case Serial Number;
- g. Government ownership designation "PROPERTY OF THE U.S. GOVERNMENT";
- h. The UID of the Transit Case Group and Configuration shall be bar-coded in Data Matrix Symbolology.

4.9.7.4 ID PLATE LOCATION.

Identification Plates on Transit Cases shall be located at the left or center of the exterior, vertical surface of the top portion of the Transit Case that is facing the user when the case is ready to be opened. An ID Plate shall also be affixed to the left or center of the exterior, vertical surface of the bottom portion of the Transit Case that is facing the user when the case is ready to be opened. Location of ID Plates shall be consistent for all Transit Cases.

4.9.8 TRANSIT CASE HEALTH AND SAFETY LABELS.

The Contractor shall label each Transit Case to inform users of health and safety considerations before moving or opening the Transit Case. Transit Case health and safety labels shall be placed horizontally (on the front of the case) and externally on the top of each Transit Case in a consistent manner. The health and safety labels shall identify:

- a. Gross or loaded weight;
- b. Volume in cubic feet and cubic centimeters;
- c. External linear dimensions in inches and centimeters;
- d. The number of persons required to lift the case (for example, "FOUR-PERSON LIFT") in accordance with the paragraph entitled "Human Factor Size, Weight, and Dimension Limitations" above;
- e. Any other considerations that may affect the health or safety of users attempting to lift, move, or open the Transit Case.

4.10 TRANSIT CASE CONFIGURATIONS.

The Contractor shall provide Transit Case Configurations consisting of AIT-IV equipment that meets all of the requirements as individually specified in this Statement of Work. The make and model of all items included in the

Transit Cases specified below shall be the same as the individual items listed in the contractor's AIT-IV CLIN list. The Contractor shall request a National Stock Number (NSN) for each Transit Case Group by submitting a DD Form 61, Request for Nomenclature. The Contractor shall provide Transit Case Configurations that are grouped as defined in the following subparagraphs. Each Configuration shall be self-contained, and shall include all necessary adapters, cables and components, and commercial user manuals to operate worldwide. Recognizing that many countries have unique power plug designs, the Government will accept operation with the three plug types designed for use in Central Europe (Germany), North America (United States), and the United Kingdom (Great Britain) as fulfilling the requirement for Worldwide Operation. Most countries of the world conform to one of these plug types. Generally, the North American type plug is acceptable in North and Central America, Western South America, Japan, and parts of Korea. The Central Europe type plug is acceptable in most of Continental Europe and some of the Middle East and Africa. The United Kingdom type plug is acceptable in Great Britain, Ireland, Malaysia, and many countries in the Middle East and Africa. The Contractor shall consolidate applicable accessories with the associated primary component identified in a Transit Case. Commercial user manuals shall be provided in accordance with the paragraph entitled "USER MANUALS" and secured within appropriate width slot(s) within each Transit Case.

4.10.1 HAND HELD TERMINAL TRANSIT CASE GROUP.

4.10.1.1 FIVE HAND HELD BAR CODE TERMINAL (HHT-C) WITH WIN MOBILE 6.X (LATEST VERSION) RF TRANSIT CASE CONFIGURATION.

The Five Hand Held Terminal (HHT-C) RF Transit Case Configuration shall consist of the following:

- a. HHT-C stored in a Universal HHT Holster, with attachable handle (if available) and trigger, inside a Transit Case cutout, 5 each;
- b. Rechargeable Batteries, Operating and Spare, 5 sets each;
- c. Multiple Battery Charger, 1 each;
- d. Communication Docking Station/Battery Charger with USB interface, 5 each;
- e. Set of Universal Power Cords for seven items: Multiple Battery Charger, 5 Communication Docking Station/Battery Chargers, and Access Point, 1 set;
- f. Commercial Manuals, 1 per each piece of equipment;
- g. Contractor-Furnished Transit Case Configurations Training CD-ROM;
- h. Transit Case;
- i. RF Access Point (NEMA Enclosure) with power supply and interface cable, 1 each.

4.10.1.2 FIVE HAND HELD BAR CODE TERMINAL (HHT-C) WITH WIN MOBLIE 5.0 OS RF TRANSIT CASE CONFIGURATION.

The Five Hand Held Terminal (HHT-C) RF Transit Case Configuration shall consist of the following:

- a. HHT-C stored in a Universal HHT Holster, with attachable handle (if available) and trigger, inside a Transit Case cutout, 5 each;
- b. Rechargeable Batteries, Operating and Spare, 5 sets each;
- c. Multiple Battery Charger, 1 each;
- d. Communication Docking Station/Battery Charger with USB interface, 5 each;
- e. Set of Universal Power Cords for seven items: Multiple Battery Charger, 5 Communication Docking Station/Battery Chargers, and Access Point, 1 set;
- f. Commercial Manuals, 1 per each piece of equipment;
- g. Contractor Furnished Transit Case Configurations Training CD-ROM;
- h. Transit Case.
- i. RF Access Point (NEMA Enclosure) with power supply and interface cable, 1 each.

4.10.1.3 STATIONARY BAR CODE LABEL PRINTER TRANSIT CASE CONFIGURATION.

The Stationary Bar Code Label Printer Transit Case Configuration shall consist of the following;

- a. Stationary Bar Code Label Printer;
- b. USB Interface Cable to host computer;

- c. Set of Universal Power Cords, 1 set;
- d. Commercial Manuals, 1 per each piece of equipment;
- e. Contractor Furnished Transit Case Configurations Training CD-ROM;
- f. 8-inch roll of 4 by 6-inch, plastic bar code label stock, 1 each;
- g. Resin Printer Ribbon, 1 each;
- h. Transit Case.

4.10.1.4 HAND HELD BAR CODE TERMINAL (HHT-C) WITH WIN MOBILE 6.X (LATEST VERSION) OS AND STATIONARY BAR CODE PRINTER AND TRANSIT CASE CONFIGURATION.

The Stationary Hand Held Bar Code Terminal (HHT-C) and Stationary Bar Code Label Printer Transit Case Configuration shall consist of the following;

- a. HHT-C stored in a Universal HHT Holster, with attachable handle and trigger (if available), inside a Transit Case cutout, 1 each;
- b. Rechargeable Batteries, Operating and Spare, 1 set each;
- c. Multiple Battery Charger, 1 each;
- d. Communication Docking Station/Battery Charger with USB interface cable, 1 each;
- e. Stationary Bar Code Label Printer;
- f. USB Interface Cable to host computer;
- g. Set of Universal Power Cords for three items: Multiple Battery Charger, 1 Communication Docking Station/Battery Chargers, and Stationary Bar Code Label Printer, 1 set;
- h. Commercial Manuals, 1 per each piece of equipment;
- i. Contractor Furnished Transit Case Configurations Training CD-ROM;
- j. 8-inch roll of 4 by 6-inch, plastic bar code label stock, 1 each;
- k. Resin Printer Ribbon, 1 each;
- l. Transit Case.

4.10.1.5 HAND HELD BAR CODE TERMINAL (HHT-C) WITH WINMOBLIE 5.0 AND STATIONARY BAR CODE PRINTER AND TRANSIT CASE CONFIGURATION.

The Stationary Hand Held Bar Code Terminal (HHT-C) and Stationary Bar Code Label Printer Transit Case Configuration shall consist of the following;

- a. HHT-C stored in a Universal HHT Holster, with attachable handle and trigger (if available), inside a Transit Case cutout, 1 each;
- b. Rechargeable Batteries, Operating and Spare, 1 set each;
- c. Multiple Battery Charger, 1 each;
- d. Communication Docking Station/Battery Charger with USB interface cable, 1 each;
- e. Stationary Bar Code Label Printer;
- f. USB Interface Cable to host computer;
- g. Set of Universal Power Cords for three items: Multiple Battery Charger, 1 Communication Docking Station/Battery Chargers, and Stationary Bar Code Label Printer, 1 set;
- h. Commercial Manuals, 1 per each piece of equipment;
- i. Contractor Furnished Transit Case Configurations Training CD-ROM;
- j. 8-inch roll of 4 by 6-inch, plastic bar code label stock, 1 each;
- k. Resin Printer Ribbon, 1 each;
- l. Transit Case.

4.10.1.6 SMALL ARMS ROOM KIT TRANSIT CASE CONFIGURATION.

The Small Arms Room Transit Case Group shall be available for ordering on the AIT-IV contract no later than 90 calendar days after the effective date of the notice to proceed.

The Small Arms Room Kit Transit Case Group shall at a minimum contain the following:

- a. 1 Transit Case with foam inserts to support the below items;
- b. 1 Bar Code Imager for Direct Part Marks as specified in paragraph 4.2.3 of this Part;

- c. POS 15" LCD touch screen display;
- d. Portable laser document printer;
- e. Ruggedized Notebook Computer with Touch Screen Monitor;
- f. Mini Port Replicator;
- g. CAC Reader;
- h. Signature Pad;
- i. 1 back up hard drive;
- j. 1 Uninterrupted Power supply (UPS);
- k. Packing lists for each case; and
- l. Installation Manual & hardware manuals for individual products.

The Contractor shall provide a hard copy and electronic setup manual with the Small Arms Room Kit transit case that specifies the step-by-step instructions with illustrations for equipment connection, setup, and use. Each Notebook computer shall include an on-line tutorial application to provide the user with all information required to successfully install and operate the Kit. In addition to the above required equipment, two deliverables shall accompany this Transit Case Group: the Setup Manual shall describe the procedures required to assemble and make operational the Small Arms Room Kit (also, an electronic version).

4.11 SEPARATELY ORDERABLE COMPONENTS FOR TRANSIT CASE CONFIGURATIONS.

The Contractor shall provide the following Separately Orderable Components for the Transit Case Configurations:

- a. Transit Case Only for the Five Hand Held Terminal Transit Case Configuration;
- b. Transit Case Only for the Stationary Bar Code Label Printer Transit Case Configuration;
- c. Transit Case Only for the Hand Held Terminal and Stationary Bar Code Printer Transit Case Configuration.
- d. Transit Case Only for the Small Arms Room Kit Transit Case Configuration.

5 SOFTWARE, FIRMWARE, AND SECURITY REQUIREMENTS.

The Contractor shall provide software that will operate on a variety of Government-owned workstations, and on AIT-IV equipment provided under this Contract. The Contractor shall provide the necessary software to enable the Government to develop applications for AIT-IV equipment. The Contractor shall provide Bar Code Label and Form Design and Printing Software, IUID Marking Integration Software, Application Software Development Kit, Application Generation Software, and Wireless Transaction Support Software. The Contractor shall provide development software that operates under the Microsoft Windows XP or latest version Operating System (updated with the latest Service Pack) operating system. The Contractor shall provide all AIT-IV software on CD-ROM or via electronic download.

5.1 BAR CODE LABEL AND FORM DESIGN, AND PRINTING SOFTWARE.

5.1.1 BAR CODE LABEL AND FORM DESIGN SOFTWARE.

Bar Code Label and Form Design Software is a set of programs in one package that shall allow the Government user to design and print bar code labels and forms. The Contractor shall provide bar code label and form design and printing software with graphic function, as well as ISO 9075 SQL Call-Level Interface (open database connectivity). The software shall generate low, medium, high, and ultra-high Code 39 bar codes, as well as the other bar code symbologies listed in the paragraph entitled "Bar Code Symbologies." The software shall also generate DD 1348-1 and DD 1387 forms, and shall be designed to drive the provided bar code label printers. The Contractor shall provide software that allows rapid label and form design without having to learn the complexities of bar code symbologies and printer control languages, displays a "what-you-see-is-what-you-get" editor for designing bar code labels and forms, and allows viewing of bar code labels and forms prior to printing. The software shall also permit the use of fixed or variable data for label or form text and bar codes, and shall import information to be used with labels and forms from databases. The bar code label and form design and printing software shall execute under Microsoft Windows XP or latest version Operating System (updated with the latest Service Pack). The software shall perform network printing, and no custom programming shall be required for use.

5.1.2 BAR CODE PRINTING SOFTWARE.

The Contractor shall provide bar code printing software that prints on stand-alone print stations where bar code design capabilities are not needed. This software shall execute under Microsoft Windows XP or latest version Operating System (updated with the latest Service Pack).

5.2 IUID MARKING INTEGRATION SOFTWARE.

The Contractor shall provide IUID Marking Integration Software that shall interface with and operate all of the equipment listed under IUID Marking Equipment. At a minimum this software shall:

- a. Assemble pedigree data required for legacy data submission to the DoD IUID Registry and provide data output in a registry-acceptable data format;
- b. Control marking equipment and provide that equipment with format and data to be marked; Enable real-time access to the DoD IUID registry as required to determine whether an item that is a candidate for marking and registration has previously been assigned a Unique Item Identifier and, if so, retain that UII for use in remarking that item;
- c. Defer registration of items for which labels are produced until confirmation that the labels have been installed on the appropriate items;
- d. Fill required screen input fields via keyboard and input from IUID Direct Part Imager.

5.3 HAND HELD TERMINAL OPERATING SYSTEMS.

The Contractor shall provide HHTs with the Win Mobile 6.0 or later operating system configured to provide the following:

- a. Graphical User Interface with Pen/Character Recognition;
- b. Support for both IPv4 and IPv6;
- c. Full system support of color touch screen;
- d. Host FIPS-140 security client;
- e. Include software to perform data synchronization via cable and wireless to a host PC running Microsoft Windows XP or latest version Operating System (updated with the latest Service Pack);
- f. Full addressing of on-board RAM and ROM memory and storage card memory of up to 2 GB;
- g. Programs developed and compiled from Visual Basic, .NET, and C/C++ development environments/compilers;
- h. Wireless data communications (IEEE 802.11g/i);
- i. Include an Internet Browser that shall pass XML data and PKI certificates;
- j. Include utility program to monitor and display battery status.

5.4 HAND HELD TERMINAL CAC ENABLEMENT SOFTWARE.

The Contractor shall provide CAC enablement software for each HHT provided on the AIT-IV Contract when available.

5.5 OPERATING SYSTEMS.

Unless otherwise specified the Contractor shall provide HHTs with the Win Mobile 6.x or later operating system configured to provide the following:

5.6 SOFTWARE DEVELOPMENT RESOURCE KITS.

The Contractor shall provide Software Development Resource Kits that can be used with standard application development tools to produce executable code for all of the provided Hand Held Bar Code Terminals.

5.6.1 HAND HELD BAR CODE TERMINAL SOFTWARE DEVELOPMENT RESOURCE KIT.

The Hand Held Bar Code Terminal Software Development Resource Kit shall provide all of the features of the AIT-IV Hand Held Bar Code Terminals (HHTs A-F). Software development resource kit libraries provided by the Contractor shall interface with Basic, .NET, and C/C++ language compilers and program development environments. Library routines shall be callable by programs developed with standard languages, including Basic,

.NET, and C/C++. The software development resource kit shall include all necessary library routines, run time support, and distribution rights to permit full functionality of developed software using the Software Development Resource Kit on all deployed platforms, including scanner/imager, screen backlight, and other device-specific features.

5.6.2 SOFTWARE DEVELOPMENT RESOURCE KIT FOR CONTACT MEMORY DEVICES AND READER/WRITER.

The Contractor shall provide a Software Development Resource Kit that shall be useable with Basic, .NET, and C/C++ compilers and program development environments. Library routines shall be callable by programs developed with these languages. The Software Development Resource Kit shall include all necessary library routines, run time support, and distribution rights to permit full functionality of developed software using the Software Development Resource Kit on the Hand Held Bar Code Terminal platforms and PCs operating under Microsoft Windows XP or latest version Operating System (updated with the latest Service Pack). The Software Development Resource Kit shall include necessary software components and libraries to program full functionality of the Contact Memory Devices, and Reader/Writer on the HHT terminals (in conjunction with standard program development environments/compilers and the Hand Held Bar Code Terminal Software Development Resource Kit) and PCs operating under Microsoft Windows XP or latest version Operating System (updated with the latest Service Pack).

5.7 APPLICATION GENERATION SOFTWARE.

The Contractor shall provide Application Generation Software for the hand held bar code terminals and the host computer. Generated software shall provide batch processing, and wired and wireless transactions. The software code generator shall enable programmers and technically oriented non-programmers to create AIT-IV application programs for data collection terminals. The application generation software shall produce executable code for the data collection terminals and the host computer. The application generation software shall provide graphic design, automatic program generation, and an integral simulator to test compiled code, application functionality, and operation prior to the final application being installed on data collection terminals. The Application Generation Software shall run on the Microsoft Windows XP or latest version Operating System (updated with the latest Service Pack) operating system. The Application Generation Software shall include all that is necessary to develop, test, debug, load, and execute on a single HHT. The software shall transfer collected data to a host computer both via wired and wirelessly.

5.7.1 SEPARATELY ORDERABLE COMPONENTS.

The Contractor shall provide the following Separately Orderable Component for the Application Generation Software: Single Client Runtime License for Application Generation Software.

5.8 MANUFACTURING AND WAREHOUSE MANAGEMENT SOFTWARE.

The Contractor shall provide Manufacturing and Warehouse Management software that provides the following minimum functions; enable AIT for front end processes including: data acquisition, work order management, inspection, receiving, inventory, shipping, labor tracking, and asset visibility. The software shall be modular, user selectable functions and user configurable. The software shall provide for an interface to an SAP Enterprise Resource Planning software system.

5.9 SMALL ARMS ROOM MANAGEMENT SOFTWARE

a. The contractor shall provide commercial automated small arms room management software. The software shall use both bar code and data matrix-based AIT, including data matrix encoded unique item identifiers compliant with MIL-STD-130N, to automate processes related to all small arms and other serially managed items found in Army arms rooms. The automated processes shall include, as a minimum, issue, receipt, inventory, maintenance management, and ammunition management. The software shall assign specific serialized arms and accessories to specific soldiers and control issues based on those assignments. The software shall produce standard and ad-hoc management reports, an automatic data backup capability and document transactions on appropriate standard Army printed forms. Access to the system shall be CAC enabled. The software shall be deployable, and allow use of its full suite of capabilities in both garrison and in field environments such as the Army's National Training Center. The small arms room management software shall support the assignment and labeling of uniquely managed items

not marked with standard unit item identifiers (UII) with machine readable temporary unique identifiers and associate items to their assigned serial numbers and to their UIIs, if assigned. For uniquely managed items lacking UIIs, the small arms room management software shall associate to temporary unique identifiers as well as providing an automated capability for the armor to issue and receive using electronic signatures and CACs. The small arms room management software shall allow performance of manual inventories and input of that data to the digital arms room module and manage non-standard weapons and sensitive items. The small arms room management software shall support continuity of operations by providing data backup and a process for data recovery. Provide an automated capability to restrict issue of weapons for administrative reasons.

b. The Government desires additional functions be included in the small arms room management software. The additional functions are as follows: maintain a lifecycle history of items while managed by the system, including issues, turn-ins and maintenance; provide host Interactive Electronic Technical Manuals (IETM), to include ability to use all IETM features not requiring external communications; provide a capability to read and store information from all types of standard Army bar coded media and ECC200 data matrix symbology, employing the area imager in the keyboard wedge mode; maintain and track training information related to Soldier skill qualification on items in the arms room; provide warning when Soldier qualification doesn't match an item's skill qualification requirement; provide an intuitive user interface that requires minimal training; enable automated cyclic inventory scheduling; automate key control management; automate the production of weapons cards; provide a feature during system shut down that will alert the armorer to weapons pending return; provide automatic alerts for issued items not returned to the arms room as scheduled; automate functionality of current weapon key control registers, Standard Form 701, DA Form 3749, DA Form 2062 and DA Form 2404, key control for weapon racks and trigger locks (Key Control Register and Inventory 5513-R); maintain a lifecycle history of items while managed by the system, including issues, turn-ins and maintenance.

5.10 WIRELESS NETWORK MANAGEMENT PLATFORM AND SOFTWARE.

The Contractor shall provide the Network Management Platform and Software which shall allow for configuration and management of a wireless network. The software shall allow for monitoring and configuring the wireless components of the network such as access points and HHTs.

5.10.1 SEPARATELY ORDERABLE COMPONENTS.

The Contractor shall provide the following Separately Orderable Component for the Wireless Network Management Software: Wireless Network Management Client Software/License for a Single HHT.

5.11 FIRMWARE REQUIREMENTS.

The Contractor shall provide necessary firmware as part of the equipment configuration of AIT-IV contract components. Firmware shall reflect the baseline configuration and all subsequent Government-approved Engineering Changes. All firmware available to the user shall be selectable by DIP-switch or software. All firmware shall be installed prior to equipment delivery.

5.12 WIRELESS NETWORK INFORMATION ASSURANCE (IA).

5.12.1 SERVER INFORMATION ASSURANCE (IA) SOFTWARE.

The Contractor shall provide a Federal Information Processing Standard (FIPS 140) server software solution to communicate securely with associated FIPS 140 Hand Held Bar Code Terminal Client software. The server software shall be a minimum of FIPS 140-2 Level 2 Compliant and Certified. Server IA Software procured by the US Army must be on the Army Information Assurance – Approved Products List (IA-APL) (<http://pmscp.monmouth.army.mil/>). Server Information Assurance (IA) Software shall be preloaded and configured on a hardware appliance device prior to delivery to the Government.

5.12.2 CLIENT INFORMATION ASSURANCE (IA) SOFTWARE.

The Contractor shall provide a Federal Information Processing Standard (FIPS 140) client software solution for all the Hand Held Bar Code Terminals to communicate securely with associated FIPS 140 Server software. The client software shall be a minimum of FIPS 140-2 Level 1 Compliant and Certified. Client software that is FIPS 140-2

Level 2 Compliant and Certified shall be proposed via a Contract Change Proposal when it becomes commercially available.

5.12.3 HHT INFORMATION ASSURANCE (IA) SOFTWARE.

The Contractor shall provide a minimum of one Data-at-Rest, one Malicious Code Detectors (Anti-Virus), and, one Firewall software product for each HHT delivered under the AIT-IV contract no later than 90 days after the products are listed on the Army Information Assurance-Approved Products List (AIA-APL). The software provided shall be one of the specific products and versions identified in the AIA-APL, and no other products are acceptable. When software products or specific versions of products are updated on the AIA-APL the Contractor shall provide the updated software for their currently fielded HHTs and HHTs on new orders no later than 90 days after the AIA-APL has been updated. It is the Contractor's responsibility to monitor the APPL to identify any required software additions and changes. When none the required IA software listed on the AIA-APL is compatible with the HHTs Operating System (OS) then the Contractor shall propose through the CCP process (see Section C-1) an IA product that is compatible with the OS no later than 90 days after it is added to the AIA-APL. It is the Contractor's responsibility to enable the AAPL OS compatible IA software for operation on their HHTs prior to distribution and fielding under the contract. A current example of the AIA-APL is located at Exhibit B in this Part.

6 SECURITY.

6.1 PASSWORDS.

The Contractor shall provide software to initiate password protection at the device level for the HHTs. This password protection shall be presented to the user as a sign-in screen on the HHT and shall prevent an unauthorized user from running applications or accessing files on the HHT. No other password authentication is required.

6.1.1 SECURITY STANDARDS.

The Contractor shall comply with the following standards, and Government guidelines to include all new versions, amendments, and modifications made to the listed documents and standards, as applicable.

- a. Office of Management and Budget (OMB) Circular No. A-130 Revised, (Transmittal Memorandum No. 4) Management of Federal Information Resources – Appendix III, Security of Federal Automated Information Resources, 28 November 2002.
- b. National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) Publication 140 – 2, Security Requirements for Cryptographic Modules, 25 May 2001.
- c. Department of Defense Directive (DoDD) 8100.2, Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 14 April 2004.
- d. Assistant Secretary of Defense Memorandum, Use of Commercial Wireless Local-Area Network (WLAN) Devices, Systems, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG), 02 June 2006.
- e. Department of Defense Directive (DoDD) 8500.01E, Information Assurance (IA), 24 October 2002, current as of April 24, 2007.
- f. Department of Defense Instruction (DoDI) 8500.2, Information Assurance (IA) Implementation, 06 February 2003.
- g. Department of Defense Instruction (DoDI) 8510.01, DoD Information Assurance Certification and Accreditation Process (DIACAP), November 28, 2007.
- h. Army Regulation (AR) 25-2, Information Assurance, 24 October 2007.
- i. Best Business Practice 03-EC-M-0003, Wireless Security Standards, Version 2.0, 15 June 2007.

After award, the contractor may propose alternatives at no additional cost to the Government that meet or exceed the provisions of the listed standards.

6.1.2 DOD WIRELESS DEVICE SECURITY REQUIREMENTS.

AIT-IV implementations that utilize Institute of Electrical and Electronics Engineers (IEEE) Standard 802.11 Wireless Local Area Network (WLAN) products to store, process, or transmit unclassified information shall comply with the requirements specified in Assistant Secretary of Defense Memorandum, Use of Commercial Wireless

Local-Area Network (WLAN) Devices, Systems, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG) (reference d).

6.1.3 ARMY WIRELESS DEVICE SECURITY REQUIREMENTS.

Army AIT-IV implementations that utilize Institute of Electrical and Electronics Engineers (IEEE) Standard 802.11 Wireless Local Area Network (WLAN) products or other wireless technologies to store, process, or transmit unclassified information shall comply with the applicable requirements specified in Army Regulation (AR) 25-2, *Information Assurance* (reference h) and Army Best Business Practice 03-EC-M-003, *Wireless Security Standards* (reference i). Other Services (e.g., USAF, USN) AIT-IV implementations that may include wireless devices will have the security requirements stated in the individual contract order.

6.1.4 COMMON CRITERIA COMPLIANCE REQUIREMENTS.

Common Criteria compliance is determined and verified by favorable product testing against a Common Criteria Protection Profile (CCPP). CCPPs are developed under sponsorship of the National Security Agency (NSA). Common Criteria tests are conducted by a Common Criteria Test Laboratory (CCTL) that has been approved and accredited by the National Information Assurance Partnership (NIAP). NIAP is a partnership agreement between NSA and the National Institute of Standards and Technology (NIST). No such CCPP currently exists for AIT-IV technology. Therefore, upon approval and adoption of a CCPP for AIT-IV technology, the Contractor shall no later than six months after the adoption of a relevant CCPP submit product(s) with documentation to a designated CCTL for Common Criteria testing. Subsequently, only products tested and compliant at the Medium Robustness level (as defined in the CCPP standard) shall be permitted through this Contract. Information regarding Common Criteria Compliance can be obtained from the following web site: <http://www.commoncriteriaportal.org/>.

6.1.5 SECURITY MAINTENANCE SERVICES.

The Contractor shall ensure that the devices and/or systems provided under this contract comply with all new versions, amendments, and modifications made to the security documents and standards cited in this Solicitation, when applicable and commercially available. To ensure continued compliance, the Contractor shall perform the necessary configuration changes, as approved by the Government. These configuration changes may include, but are not limited to: performing system configuration changes, installing patches and bug fixes; conducting hardware/software upgrades, updates, and replacements.

6.1.6 GOVERNMENT EVALUATION.

The Contractor shall support Government compliance verification evaluation and security certification and accreditation of the products provided under this Contract. The Government will coordinate the scheduling of any evaluation with the Contractor. The Contractor shall cooperate with Government personnel and Government representatives who plan, conduct, and report any Government testing. Support of Government testing, when requested, includes Government or its agents access to Contractor facilities, documentation, and/or personnel used by the Contractor to produce the products provided under this Contract. The Contractor shall assist in resolving any problems resulting from the Government verification evaluations and security certification and accreditation process. This shall address problem reports, technical investigations, and any testing performed.

7 MANAGEMENT.

7.1 AIT-IV PROGRAM MANAGEMENT. THE REQUIREMENTS FOUND IN THIS PARAGRAPH, AIT-IV PROGRAM MANAGEMENT, SHALL NOT BE SEPARATELY PRICED.

a. The Contractor shall provide the following AIT-IV Program Management activities and services:

1. Two-work day response to program issues and problems associated with the execution of the Contract as identified by PM J-AIT;
2. Support by means of Electronic Commerce/Electronic Document Interchange (EC/EDI), web access for Contractor-provided information and data;
3. Maintain accurate records
4. Provide response within one workday to PM J-AIT questions;

5. Provide information to various Services and Agencies with the approval of PM J-AIT;
6. Receive and process customer Delivery Orders, purchase card orders, and Task Orders;
7. Develop, update, and maintain the Ordering Catalog;
8. Coordinate shipments and deliveries;
9. Report order and delivery status;
10. Provide the requisite Repair Center(s) (RC) to perform all warranty and maintenance services required by this Contract;
11. Maintain warranty and maintenance records;
12. Provide access for AIT-IV Users to an identified customer support database location for this Contract. The database shall at a minimum contain information on delivery order/task order status, product support issues, such as recalls or problem reports, product safety, product news and other useful information for customers;
13. Develop and execute a management plan that incorporates configuration management and risk management, and provide an AIT-IV Management Plan;
14. Schedule project reviews and internal seminars and conferences, and present Contractor's vision of new technology;
15. Schedule and perform demonstrations;
16. Conduct Project Progress Reviews (PPR);
17. Provide Status Reports to include Warranty Status Reports;
18. Provide Monthly Equipment and Service Reports (MESR).
19. Report Contractor Manpower Information in accordance with the paragraph entitled "Contractor Manpower Reporting" in this Part.

b. The Government desires Contractors, and their respective subcontractors, teaming partners and commercial manufacturers who currently hold and maintain commercial quality certifications, e.g. ISO certifications, Lean Six Sigma, Capability Maturity Model Integration (CMMI), over the life of the Contract.

7.1.1 POINTS OF CONTACT.

The Contractor shall provide a list of Contractor points-of-contact to the COR no later than ten workdays after the effective date of the Contract. The list shall include names, telephone numbers, facsimile numbers, e-mail addresses, and areas of responsibility for the AIT-IV Contract. The Contractor shall notify the COR no later than five workdays of replacement of a point-of-contact.

7.1.2 AIT-IV CONTRACT PROGRAM MANAGER.

- a. The Contractor shall identify to the Government a Program Manager for the AIT-IV Contract. The Program Manager shall at no additional cost to the Government be available with a 24 hours notice to meet with the Government at Newington, Virginia. The AIT-IV Contract Program Manager shall address and resolve AIT-IV programmatic issues, facilitate information exchange with the Government, and enhance management coordination.
- b. The Contractor's AIT-IV Program Manager shall manage all Delivery Orders, Task Orders, and purchase card orders, and shall be the Contractor's authorized point-of-contact for the PM J-AIT, the COR, and the point-of-contact for Delivery Orders, Task Orders and purchase card orders. The Contractor's AIT-IV Program Manager shall be responsible for formulating and enforcing work standards, assigning schedules, and reviewing work discrepancies, communicating policies, purposes, and goals of the organization to the assigned Contractor personnel for performance of this Contract. The Contractor's AIT-IV Program Manager shall manage Delivery Order and Task Order performance.

7.2 AIT-IV MANAGEMENT PLAN.

The Contractor shall provide an AIT-IV Management Plan. The Plan shall be submitted to the COR no later than 30 calendar days after the Contract effective date specified in the Notice to Proceed. The PM J-AIT will either approve the Management Plan, or provide comments to the Contractor for incorporation into the Management Plan. The Contractor shall then have 10 workdays to incorporate the Government's comments into the Plan, and resubmit the Plan to the COR. The Contractor shall manage the Contract in accordance with the Government-approved AIT-IV Management Plan. The AIT-IV Management Plan shall include, but not be limited to the following:

- a. Management and Reporting Methodology for Gathering, Validating and Generating Reports;
- b. AIT-IV Configuration Management Plan;
- c. Risk Management;
- d. Repair Center Approach;
- e. Integrated Process Team (IPT) Methodology;
- f. Electronic Commerce and Electronic Data Interchange Methodology;
- g. Web Site Methodology;
- h. Training Development and Support;
- i. Technology Assessment and Control;
- j. Logistics Support to include the Contractor's approach to satisfying unusual or surge requirements and to deal with crisis situations.

7.2.1 INTEGRATED PRODUCT TEAMS.

The Contractor shall participate with the Government on AIT-IV Integrated Product Teams (IPTs) and provide minutes of the meetings no later than five workdays after each meeting. IPTs will be composed of representatives from all functional disciplines, working together to identify and resolve issues. IPTs will also make sound and timely decisions, build a successful and balanced program, and make maximum use of timely input from the entire Team, including customers and suppliers.

7.2.2 PROJECT PROGRESS REVIEWS.

a. The Contractor shall conduct Project Progress Reviews (PPRs) for Government personnel at a mutually agreeable facility. The PM J-AIT will schedule the initial PPR. It is anticipated that the first PPR will occur no later than 90 calendar days after the Contract effective date specified in the Notice to Proceed. Thereafter, PPRs shall occur on a monthly basis for the next twelve months of the Contract, and quarterly thereafter, for the life of the Contract. During each PPR, the Contractor shall present material that addresses:

- a. Status of current technological substitutions and additions;
- b. Status of configuration and risk management activities;
- c. Status of Task Orders, Delivery Orders and purchase card orders, to include but not limited to, received and processed dates (listed by ordering agency), scheduled delivery date, and shipped date;
- d. Actions under warranty and maintenance;
- e. Significant trends (quantities by CLIN, component reliability safety issues, problems, and recommended solutions);
- f. Minutes from the previous PPR;
- g. Activities determined to be of importance to the Government, such as unanticipated problems, and high visibility issues identified by the Government;
- h. Status of significant program events;
- i. Customer feedback;
- j. Agencies and organizations contacted and initiatives with each;
- k. Reason for delinquent Task Orders, Delivery Orders, and purchase card orders.

b. The Contractor shall include in each review, a current organizational chart that includes the names and telephone numbers of all key personnel, and any key personnel changes highlighted. The key personnel for this Contract are Software Systems Engineer; Project Manager; and Senior Programmer performing on Task Orders and the Contract Program Manager. The Contractor shall prepare and coordinate with the COR, an agenda for all PPRs at least five workdays before a scheduled PPR. The Contractor shall provide the briefing charts to the COR electronically three workdays prior to the day of the PPR. The Contractor shall prepare and coordinate minutes of the PPRs with PM J-AIT no later than five workdays after the PPR. Coordination shall be accomplished through electronic mail. Upon PM J-AIT approval, the Contractor shall, no later than five workdays, post the minutes on the web site specified in the paragraph "Web Site" in this Part. The Contractor shall hotlink the web site to the PM J-AIT web site.

7.2.3 STATUS REPORT.

The Contractor shall prepare and submit a Status Report in Microsoft Office Excel format, twice a year. The report shall include all orders placed by the Government and by Government Contractors (reference the paragraph "Government Contractor's Use of Contract" in Part C-1-1) during the reporting period. The Contractor shall submit

the first report to the COR on the 10th day of the month following the six-month period after the Contract effective date specified in the Notice to Proceed. The Contractor shall submit subsequent reports in six-month increments on the 10th day of the month following the reporting period throughout the performance period of the Contract. The report shall include, as a minimum, a list of all equipment delivered by:

- a. CLIN, with brief description, by month, by Service or Agency, total quantities and dollar amount;
- b. Year-to-date, total quantities and dollar amount;
- c. Contract-to-date, total quantities and cumulative dollar amount.

An example report format is located at Exhibit A in this Part.

7.2.4 CONTRACTOR MANPOWER REPORTING.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this Contract. The Contractor is required to provide all of the required information using the following web address: <https://Contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and Delivery Order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, email address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on the website); (12) presence of deployment or contingency Contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period shall be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and shall be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

7.3 CONFIGURATION MANAGEMENT.

7.3.1 AIT-IV CONFIGURATION MANAGEMENT PLAN.

The AIT-IV equipment shall be configuration-controlled, accounted for, and audited in accordance with the Government-approved AIT-IV Configuration Management Plan. The Contractor shall provide the AIT-IV Configuration Management Plan as an Annex to the AIT-IV Management Plan, which shall be submitted to the COR for approval no later than 30 calendar days after the Contract effective date specified in the Notice to Proceed. The AIT-IV Configuration Management Plan shall reflect best commercial practices and shall be in accordance with accepted industry standards. The Plan shall define those instances when the Contractor shall notify the Government of pending changes to the AIT-IV Equipment Baseline Configuration.

7.3.2 CHANGES AND MODIFICATIONS.

All OEM changes prior to Contract award shall be included in equipment provided under this Contract at no additional cost to the Government. The Contractor shall notify the Contracting Officer of all OEM-sponsored changes to any equipment provided on the Contract. All changes shall be provided to the Government at least 45 calendar days prior to implementation for evaluation and will be subject to the Contracting Officer's approval before the changed products may be placed on the Contract.

7.3.3 CHANGES TO SOFTWARE.

The Contractor shall notify the Contracting Officer of all changes to the software and documentation provided under the Contract throughout the warranty period, including any software updates and upgrades (for example, bug fixes, new features, enhancements, and revisions) as they become available. Software changes are further defined as any software product and documentation which is provided for any other customer free of charge, or which the software manufacturer does not consider a new product. Changes to software or documentation (e.g., User Manuals) (including packaging and shipping) shall be provided at no additional cost to the Government.

7.3.4 NOTIFICATION OF SOFTWARE CHANGES.

The requirement for any software change involving a change to form, fit or function, is that the Contractor shall provide PM J-AIT one copy of the changed software with documentation (e.g., User Manuals) for each affected software item previously accepted by the Government. After Government evaluation of the changed software, the Contracting Officer will notify the Contractor of the acceptance or rejection of the latest release. Software changes not involving a change to form, fit or function shall be provided to the Government on the Contract after notification is provided to the Contracting Officer.

7.3.5 CORRECTION OF SAFETY HAZARDS OR EQUIPMENT MALFUNCTIONS.

In accordance with commercial practices, the Contractor shall notify the Contracting Officer and PM J-AIT of all OEM-sponsored changes to correct safety hazards or equipment malfunctions. The Contractor shall implement changes to correct safety hazards in accordance with commercial practices. The implementation shall be in accordance with a mutually agreed-upon schedule. All such changes shall be implemented at no additional cost to the Government.

7.3.6 CONFIGURATION AUDITS.

The Government is required to maintain configuration control over functional and performance requirements (form, fit, and function). Subject to the issuance of a TES Task Order, the Contractor shall support the Government in performing Functional Configuration and Physical Configuration Audits. The Contractor shall provide a demonstration of the equipment. At least seven workdays prior to commencement of the equipment demonstration, the Contractor shall deliver a Demonstration Plan to the Government. The Plan shall include the agenda, demonstration procedures, and a matrix identifying the baseline equipment. The baseline matrix shall include, at a minimum: Equipment Nomenclature, Model Number, Firmware Version, Software Version, Relevant Specification Paragraph, and any constraints. The matrix shall be in Microsoft Office Excel format.

7.3.7 PHYSICAL CONFIGURATION AUDIT.

A Physical Configuration Audit (PCA) is the formal examination of the “as-built” configuration of a commercial item against its technical documentation to establish or verify the commercial item’s product baseline.

7.3.8 FUNCTIONAL CONFIGURATION AUDIT.

A Functional Configuration Audit (FCA) is the formal examination of the functional characteristics of a configuration item to verify that the item has achieved the requirements specified in its functional and allocated configuration documentation. The FCA is performed by the Government’s Configuration Management Team or Quality Control Representative, by auditing the requirements specifications against the AIT-IV Contractor specifications of each configuration item (hardware, middleware, and software).

7.4 RISK MANAGEMENT.

Risk Management is an essential part of program management. The Contractor shall continually identify, assess, manage, and control project risks. The objective is to reduce program uncertainties, and to classify risks according to their probability of occurrence, and possible consequences. In accordance with the Government-approved Management Plan, the Contractor shall identify project risks or actions that affect the accomplishment of program objectives. The program risk events include, but are not limited to:

- a. Technical performance;
- b. Operational performance;

- c. Schedule performance;
- d. Training;
- e. Technical standards;
- f. Logistics readiness.

The Contractor shall prioritize project risks and determine the status of risk reduction or mitigation efforts. The Contractor shall report the status of risk management efforts during the PPRs.

7.5 MONTHLY EQUIPMENT AND SERVICE REPORT.

The Contractor shall provide PM J-AIT, the COR, and Contracting Officer with a Monthly Equipment and Service Report (MESR) in Microsoft Office Excel format via electronic mail and post it on the Contractor's web site for on-line viewing and ad hoc inquiries by authorized Users. The initial MESR shall be submitted covering the month the first AIT-IV item is received by the Contractor for repair (warranty or maintenance), and shall be provided no later than 10 calendar days after the end of each subsequent month e.g., January report is due by 10 February. The Contractor shall provide, as part of the MESR, a consolidated list of service User calls for troubleshooting assistance. This detailed information for warranty and maintenance repairs will be used to identify trends and compliance with equipment turn-around requirements. The MESR shall include a separate line item of description for each AIT-IV item service incident and, as a minimum, shall include the following:

- a. Return Material Authorization (RMA) number and date assigned to User Category of service action: Per-incident maintenance, Monthly Maintenance, On-call maintenance or Warranty;
- b. Identify if User requests same serial number item returned. Also, note if User changed their mind because of time delay in receiving the same serial number in return;
- c. Identity of the Federal agency (that is, Army, Navy, DLA, etc.), Government User and Point of Contact, and site requiring the maintenance;
- d. Parts breakout: nomenclature; National Stock Number (NSN), if available; part numbers; model number, CLIN; and serial number;
- e. Quantity of each type of component repaired or replaced by CLIN under the Contract to date;
- f. Equipment warranty expiration date;
- g. Equipment maintenance start date and expiration date for monthly maintenance;
- h. Delivery Order number or purchase card order date and activity;
- i. Date field engineer arrival on-site, or receipt of the failed AIT-IV equipment at the repair facility;
- j. Date repair action was completed, or equipment was sent back to the User, shipper or carrier, or when picked up by the User;
- k. Remarks section providing information outside of the items listed above, which gives a brief, non-technical description of equipment problems identified, repair action accomplished, parts replaced, serial numbers of replacement AIT-IV items (if the item was replaced by the Contractor), problems identified but causes not isolated, or a statement of no evidence of failure.

7.6 WARRANTY STATUS REPORT.

The Contractor shall provide a Warranty Status Report in Microsoft Office Excel format, once each Contract year as requested by the COR, to include but not limited to, a list of all equipment due to leave warranty status no later than the next twelve months with serial number, model number, Federal Agency, Unique Control Number, Delivery Order number, shipping date, warranty end date, Government User, point of contact and telephone number. The initial report format shall be provided by the Contractor for Government review and approval no later than 30 calendar days after issuance of the Contract effective date specified in the Notice to Proceed.

7.7 CONTRACT-LEVEL METRICS.

The Government will evaluate the Contractor's performance at the contract level based on Attachment 4, Contract-Level Metrics. Task orders issued under this contract will contain specific metrics that the Contractor shall meet.

8 REPAIR REQUIREMENTS.

8.1 REPAIR CENTERS.

The Contractor shall provide a Repair Center(s) (RCs) to be operational no later than 90 calendar days after the first Delivery Order is issued. The Contractor shall repair or replace failed equipment, provide on-call and mail-in repair, and provide technical assistance to the Users. The Contractor shall provide maintenance personnel who have maintenance experience on the AIT-IV equipment. The maintenance personnel shall have obtained experience with the AIT-IV configurations prior to their assignment to the AIT-IV Contract. All Contractor personnel providing assistance shall understand and speak fluent English.

8.1.1 POINTS OF CONTACT.

The Contractor shall provide the Contracting Officer and the COR with the Point-of-Contact, telephone numbers, facsimile numbers, e-mail addresses, and mailing addresses for each RC. The Contractor shall provide updates to the Government as changes occur.

8.1.2 REPAIR CENTER (RC) HOURS OF OPERATION.

The RC(s) shall be operational between the hours of 8:00 A.M. through 5:00 P.M., local time, Monday through Friday. This excludes U.S. Federal and Host Nation Country holidays in the geographic location of the RC.

8.1.3 EQUIPMENT RETURN AND TRACKING.

The Contractor shall provide a method to enable the Government User and the Contractor to quickly identify and track components being forwarded to, and returned from, the Contractor RCs for warranty and maintenance services. The Contractor shall assign the User a RMA number prior to the Government mailing in the failed equipment to the RC for repair or replacement. The User shall be informed of the RMA number and serial number of each component returned to the Contractor for warranty and maintenance service. All failed equipment returned to the RC shall be identified by the RMA number. The RMA number will be used by the Government to help track the failed component through the warranty or maintenance service process.

9 CUSTOMER SUPPORT.

The requirements found in this paragraph, Customer Support, shall not be separately priced.

9.1 TECHNICAL ASSISTANCE.

The Contractor shall provide Technical Assistance, as follows:

- a. Troubleshooting and correction of equipment problems;
- b. Processing requests for On-call Maintenance;
- c. Processing Mail-in warranty and maintenance service issues; for example, assigning RMA numbers;
- d. Providing Contractor address of the Repair Center(s).

9.1.1 TOLL-FREE CUSTOMER SUPPORT HELP DESK.

The Contractor shall provide toll-free telephonic support for a Customer Support Help Desk in CONUS and OCONUS. The Help Desk shall be staffed 24 hours a day, 7 days per week, except when U.S. Government holidays and OCONUS Host Nation holidays coincide. The Help Desk shall respond to the User's call no later than 4 hours after receiving the User's call 95% of the time, maintain a database of calls received and acted upon, and track User calls for troubleshooting assistance. Except for the purpose of leaving a phone number for the Contractor to return a call no later than one hour during periods of high call volume, recorded answering services are not acceptable to the Government; however, the Contractor may use an on-line knowledge base, and an on-line RMA input functionality to assist Help Desk staff meet the workload. Contractor personnel staffing the Customer Support Help Desk shall possess sufficient expertise to recommend troubleshooting procedures and possible corrective actions for equipment and software acquired under the AIT-IV Contract. Contractor personnel staffing the Help Desk shall understand and speak fluent English. The Contractor shall maintain records of User calls for troubleshooting assistance capturing

the following: failed item Point-of-Contact, location, date, problem, and resolution. This information shall be provided in the MESR.

9.1.2 WEB SITE.

The Contractor shall establish and maintain a worldwide web site for Government Users no later than 60 calendar days after the Contract effective date specified in the Notice to Proceed. The web site shall be hot linked to the PM J-AIT web site and shall be available daily on a 24-hour basis, until the expiration of the last active Order issued under the Contract. As a minimum, the Web site shall include, or provide hotlinks to:

- a. Methods for User to track status of Delivery Orders and Task Orders using the Government's order number and a Unique Control Number;
- b. Warranty and maintenance support;
- c. Warranty and maintenance tracking using the RMA number;
- d. Exchange of technical information between the Contractor and individual User and groups;
- e. Point-of-Contact, telephone and facsimile number, email address and mailing address for each RC;
- f. Technical troubleshooting support;
- g. Failed equipment tracking and status;
- h. Ordering Catalog;
- i. Reference and User Manuals (i.e., Commercial Manuals, Technical Manuals, Software Manuals);
- j. Project management reports (schedules, IPT and PPR minutes, etc.);
- k. Recent news items from PM J-AIT or the Contractor (for example, notifications of the web site being down for maintenance, etc.);
- l. Other data as mutually agreed to by the Government and the Contractor;
- m. AIT-IV device drivers;
- n. Monthly Equipment and Service Report, Status Report, and Warranty Status Report;
- o. List of products that fully comply with Section 508 of the Rehabilitation Act.

The Contractor shall ensure that all device drivers required to operate AIT-IV equipment are posted to the web site. At a minimum, the Contractor shall post to the web site those drivers that were developed by the Contractor for use under this Contract. All initial drivers shall be posted to the web site no later than 60 calendar days after the Contract effective date specified in the Notice to Proceed. New and updated drivers shall be posted to the web site no later than 48 hours of the COR's approval. In the event that drivers are updated, the original version shall also be maintained on the web site.

10 WARRANTY.

The Contractor shall provide a minimum of a three-year warranty, including all parts, labor, and transportation costs for all AIT-IV components provided under this Contract. The Contractor shall provide a minimum of a three-year warranty for all software products. The Contractor shall repair or replace all failed AIT-IV components covered under warranty in this Contract in accordance with the procedures outlined below. All warranties shall be included in the purchase price of the component, and not priced separately. The Contractor shall immediately notify the ordering Contracting Officer and order Point of Contact (POC) regarding equipment requiring repair or replacement due to apparent User abuse, negligence, or missing significant parts, such as circuit cards or boards.

10.1 WARRANTY SUPPORT.

The warranty shall not apply if damage to the equipment is occasioned by fault or negligence of the Government. During the equipment warranty period, the Contractor shall implement changes to correct equipment malfunctions in accordance with best commercial practices. The implementation shall be in accordance with a mutually agreed-upon schedule. These changes shall be made at no additional cost to the Government. The warranty shall fully protect the Government against equipment malfunctions due to material defects, workmanship, or intrinsic operating problems. The warranty period for items ordered by Delivery Order shall begin upon Government acceptance of the equipment. In the event the Contractor is authorized to use a Certificate of Conformance, the warranty period for items ordered by a Delivery Order shall begin on the date of shipment. The warranty period for items ordered by purchase card shall be in accordance with the paragraph entitled "Governmentwide Commercial Purchase Card" in Part C-1-1. The warranty shall include mail-in procedures and on-call procedures as specified below.

10.2 WARRANTY MAIL-IN PROCEDURES.

The requirement for warranty mail-in service, including commercial carriers, is that the Contractor shall bear all shipping costs, both from and back to Government sites. The Contractor shall be responsible for the equipment from the time of receipt until safe return to the Government. The Government will provide the Contractor with any unusual transportation instructions for return shipment after repair. When the User does not require the same serial number equipment, the Contractor shall ship a replacement item no later than 24 hours after notification of failed AIT-IV components. If the User requires the same serial number equipment, the Contractor shall restore all malfunctioning equipment covered under warranty to a fully operational condition and ship the equipment back to the User no later than ten workdays after receipt of the failed equipment (CONUS and OCONUS). In the event a same serial number component requested by the User cannot be repaired, the Contractor shall notify the Government User no later than three workdays after receipt of the component at the Contractor's facility. The Government User will provide the Contractor with disposition instructions for un-repairable AIT-IV components.

10.3 COMPONENT RETURN AND TRACKING.

The Contractor shall assign a RMA number and inform the User of the RMA number as the tracking number, and serial number for each AIT-IV component returned to the Contractor for warranty service.

10.4 WARRANTY REPLACEMENT PARTS.

The requirement for Contractor Warranty service is that only new parts, or parts warranted as new by the OEM, shall be used for repairs of failed Government AIT-IV components. Additionally, all replacement parts shall be equal to or better than the replaced parts in terms of quality and performance. The warranty for all replacement items installed during the initial warranty period shall be equal to the remaining warranty period for the original item, or 90 calendar days, whichever is greater. Failed parts replaced by the Contractor shall become the property of the Contractor. However, the Government reserves the right to purchase unserviceable parts containing sensitive or classified material, as required by statute or regulation.

10.5 WARRANTY ON-CALL PROCEDURES.

The Contractor shall provide on-call warranty service for AIT-IV IUID Marking equipment in CONUS only. The requirement for CONUS locations, is that the Contractor shall provide on-call repair no later than three workdays of notification. The Contractor shall provide on-call warranty service outside the official hours of operation when required by the using activity. When warranty service outside the official hours of operation is ordered in CONUS locations, the Contractor shall replace or return the equipment to a fully operational status no later than five calendar days from the time the Contractor is notified of the malfunction. The Contractor shall provide On-call Warranty service support to repair the item on-site.

11 MAINTENANCE.

Upon expiration of the warranty, the Contractor shall provide worldwide maintenance to repair or replace AIT-IV components and provide updates and changes to software covered under maintenance. Maintenance prices shall include all parts, labor, and transportation back to the User.

11.1 MAINTENANCE TURN-AROUND TIME.

The repaired AIT-IV component shall be returned and received by the User no later than seven workdays after receipt at the Contractor's facility. In the event the AIT-IV component cannot be repaired, the Contractor shall notify the Government User no later than three workdays after receipt of the component at the Contractor's facility. The Government User will provide the Contractor with disposition instructions for un-repairable RFID components.

11.1.1 AIT-IV COMPONENT RETURN AND TRACKING.

The Contractor shall assign a RMA number and inform the User of the RMA number as the tracking number and serial number for each AIT-IV component returned.

11.1.2 MAIL-IN MAINTENANCE.

The Contractor shall provide Mail-in Maintenance to include parts and labor on a Monthly and Per-incident basis for AIT-IV Multi-Protocol Fixed Readers, Hand Held Readers, and Printers. In accordance with the "Transportation" paragraph in this paragraph, the Contractor shall be responsible for transportation back to the User for all mail-in items.

11.1.3 ON-CALL MAINTENANCE.

a. The Contractor shall provide worldwide On-call Maintenance for AIT-IV IUID Marking equipment. When maintenance service is ordered in CONUS locations, the Contractor shall replace or return the equipment to a fully operational status no later than seven workdays from the time the Contractor is notified of the malfunction. The requirement for OCONUS locations, is that the Contractor shall replace or return the equipment to fully operational status no later than ten workdays of notification.

b. The Contractor shall provide on-call maintenance outside the official hours of operation when required by the using activity. When maintenance outside the official hours of operation is ordered for CONUS locations, the Contractor shall replace or return the equipment to a fully operational status no later than seven calendar days from the time the Contractor is notified of a failure. When maintenance outside the official hours of operation is ordered for OCONUS locations, the Contractor shall replace or return the equipment to fully operational status no later than ten calendar days of notification. The Contractor shall provide the required maintenance service in accordance with the Task Order issued for the instant requirement; or in accordance with a Task Order for monthly maintenance; or in accordance with a Task Order issued pursuant to the subparagraph entitled "Special Funding of Per Incident Maintenance" in Part C-1-1.

11.1.4 MONTHLY MAINTENANCE.

The Government may, at its sole discretion, order monthly maintenance to be effective immediately upon the expiration of the warranty and continuously thereafter for any item for which monthly maintenance is provided. If the Government orders monthly maintenance after a lapse in coverage due to the expiration of the warranty or a lapse in monthly maintenance, then the Contractor may subject such items to inspection to assure the item is in proper working order. If any such item requires repair, the Government must order per incident maintenance for that item before the Contractor is required to accept that item under monthly maintenance. The Contractor shall then accept for monthly maintenance any item that it has inspected and found to be in working order, any item for which inspection is not requested no later than seven calendar days after receipt of order for monthly maintenance or any item after completion of per incident maintenance.

11.1.5 MAINTENANCE PROCEDURES.

The Contractor shall replace or return equipment to a fully operational status and ship the equipment back to the User no later than ten workdays after receipt of the failed equipment (CONUS and OCONUS). Transportation arrangements shall be in accordance with the provisions of the paragraph entitled "Transportation" in this Part. In the event an AIT-IV component cannot be repaired or if any discrepancy is noted between the equipment received and the Task Order, the Contractor shall notify the Government User no later than three workdays after receipt of the component at the Contractor's facility. The Government User will provide the Contractor with disposition instructions for un-repairable AIT-IV components.

11.1.6 MAINTENANCE REPLACEMENT PARTS.

Contractor Maintenance support shall utilize only new parts, or parts warranted as new by the Original Equipment Manufacturer, that shall be used for repairs of failed Government AIT-IV components. Additionally, all replacement parts shall be equal to or better than the replaced parts in terms of quality and performance. Failed parts replaced by the Contractor shall become the property of the Contractor. However, the Government reserves the right to purchase unserviceable parts containing sensitive or classified material, as required by statute or regulation to be destroyed or retained by the Government. The effective warranty for all replacement items installed during the maintenance period shall be a minimum of 90 calendar days.

11.1.7 SOFTWARE MAINTENANCE.

Software maintenance shall be provided for all commercial software provided under this Contract in accordance with customary commercial software maintenance terms and conditions offered to the general public to include all fixes, updates and changes necessary to maintain the software in an operational state.

11.2 PREVENTIVE MAINTENANCE.

Preventive maintenance includes all actions performed in an attempt to retain an item in a specified condition by providing systematic inspection, detection, and prevention of incipient failures. Unless otherwise specified, Government personnel will perform all preventive maintenance for items acquired under this Contract. The Contractor shall provide to the Government, in detail, all requirements and procedures for preventive maintenance and troubleshooting-level diagnostics, in documentation and User Manuals. The Contractor shall provide Material Safety Data Sheets to the Contracting Officer, COR and all users as specified in the individual order in accordance with FAR Clause 52.223-3 in Part C-1-1. The Contractor shall provide documentation for each appropriate hardware CLIN that shall include preventive maintenance checks, service schedules, and troubleshooting-level diagnostics. The Contractor shall be responsible for all other maintenance and support.

11.3 TRANSPORTATION.

Transportation of AIT-IV components shipped to the Contractor for Maintenance will be arranged and paid for by the Government. Return transportation of repaired or replaced components shipped to the User shall be arranged and paid for by the Contractor. The Contractor shall use a return shipping method equal to or better than the User's method of shipment to the Contractor. The Government will provide the Contractor with any unusual transportation instructions for return shipment after repair.

12 TECHNICAL ENGINEERING SERVICES (TES).

12.1 GENERAL.

The Contractor shall provide TES on-site at Government sites and at the Contractor's facility as specified in the Task Order. TES shall include those services required for AIT-IV turnkey implementation, IUID implementation support, equipment integration, site analysis, installation, de-installation, relocation, problem-solving, user unique training, IPT support, conducting PCAs/FCAs, software development; communications, interfaces to other Government systems, equipment and systems engineering services, System Design and systems integration to include middleware integration to enterprise systems. Any cables or adapters not listed in this Contract, middleware or other items and materials required for installation of Contractor-provided AIT-IV components, may be ordered through this Contract in accordance with the provision entitled "Incidental Materials" in Part C-1-1.

12.1.1 PROPOSAL REQUEST FOR TES.

The Government will issue proposal requests for TES in accordance with Part C-1-1, paragraphs, "Ordering Procedures for Orders Exceeding \$3,000," and "Task Order – Technical Engineering Services (TES)." The Contractor is encouraged to respond to all proposal requests by the specified submission dates. Proposals submitted in response to a proposal request shall comply with the requirements of the referenced Part C-1-1 paragraphs.

12.1.2 TRAVEL.

Prices for Contractor personnel travel and per diem to perform TES shall be in accordance with the requirements set forth in "Task Orders – Technical Engineering Services" in Part C-1-1.

12.1.3 TES TRIP REPORT.

The Contractor shall submit a TES Trip Report to the Task Order POC or Task Order COR, if applicable, no later than five workdays after the completion of each trip made for TES. The trip report shall be in the Contractor's format and shall contain as a minimum:

Report Date;
Customer Name, address, POC, e-mail address, and telephone number;

Project Name;
Time arrived, time departed;
Any recommended or provided Incidental Material description;
Contractor's summary of work completed;
Contractor POC name and signature.

12.1.4 TES RESPONSE TIME.

The Contractor shall provide TES within the time specified in the Task Order for specific technical services. The on-site locations and objectives of the TES to be provided shall be stated in the Task Order.

12.1.5 SOFTWARE DEVELOPMENT SERVICES.

Software Development Services (SDS) shall be limited to development incidental to the AIT-IV-related mission that utilizes equipment acquired under this Contract. The AIT-IV SDS shall be limited to the development work required to implement, modify, interface, and integrate an AIT-IV application(s) to an existing Government application(s) and database(s) e.g., Standard Army Retail Supply System (SARSS), Transportation Information System (TIS). Services include new software development, which may include translation of existing Government code that has been determined necessary to ensure operation of the system.

12.2 INSTALLATION / DE-INSTALLATION / RELOCATION.

12.2.1 INSTALLATION/DE-INSTALLATION/RELOCATION.

The Contractor shall conduct Installation/De-installation/Relocation services as specified in the Task Order for each location requiring the services. The ordering contracting officer will issue proposal requests with schematic drawings of the Government site. Additionally, AIT-IV Contractors submitting TES proposals may conduct site surveys at their own expense or at AIT-IV Contractor's own discretion rely solely on the Government-furnished site information when formulating their proposals. The Government does not guarantee accuracy and completeness of the Government-furnished site information.

12.2.2 INSTALLATION/DE-INSTALLATION.

The Contractor shall install and de-install AIT-IV configurations as specified in the Task Order. The Contractor shall provide all necessary installation support equipment, cables for the interface of the various components forming an installation, including the AIT-IV devices, servers, peripheral devices, and power sources as required. Upon receipt of a Task Order requiring installation/de-installation, and in accordance with the schedule contained therein, the Contractor shall install/de-install AIT-IV equipment in accordance with the approved Installation Plan. In instances where work to be performed by the Contractor requires interaction with existing facilities and equipment, the Contractor shall be responsible for any damage to existing facilities or equipment. After installation is completed, the Contractor shall remove all packing, shipping, and storage materials left over from the installation.

12.2.3 RELOCATION OF AIT-IV COMPONENTS.

Upon receipt of a Task Order requiring relocation of AIT-IV equipment, and in accordance with the schedule contained therein, the Contractor shall install AIT-IV equipment in accordance with the approved Installation Plan. The extent of the services performed by the Contractor shall be specified in the Task Order and may vary from minimal involvement to total responsibility for the relocation.

12.2.4 INSTALLATION PLANS.

The Contractor shall submit an Installation Plan with supporting documentation and attachments for evaluation as a part of its proposal for TES. The Installation Plan shall include, but is not limited to, the following items:

- a. Specific details of the methodology for the installation and the resources required;
- b. Detailed description, by major subheadings, of all installation work to be accomplished by the Contractor at the site to include scheduling and dependency of the various tasks;
- c. Site layout plan including detailed drawings of all AIT-IV components, such as racks, cabinets, or consoles;

- d. General component specifications including equipment, physical specifications, templates, manufacturer's specific machine configuration and space requirements, special operational line-of-sight requirements between various components, lighting requirements, site construction requirements, power requirements, cabling requirements, network connections, communication lines including satellite communications, cooling requirements, shipping requirements, and all special requirements that do not fall under normal operating conditions;
- e. Description of any actions, such as site modifications, which the Government will complete prior to installation of the AIT-IV equipment, in sufficient detail to facilitate successful installation of the equipment.

12.3 CONTRACT SUPPORT PERSONNEL.

The Contractor shall provide all technical labor categories described in Attachment 1. The Government will issue proposal requests for specific tasks to be performed under Task Orders. Personnel performing TES and training under this Contract shall possess the qualifications that the Contractor requires for, and be part of the same work force, providing such services to the general public. The Contractor shall provide labor categories that represent a blend of demonstrated technical, supervisory and managerial expertise, analytical skills and knowledge to provide specific tasks, using efficient and state-of-the-art processes, made up of functions including, but not limited to, the following:

- a. AIT-IV component integration;
- b. Installation and de-installation;
- c. User unique training, on-site or classroom;
- d. Systems integration;
- e. Complex programming support;
- f. Designing, developing, and troubleshooting complex applications;
- g. Modeling simulation;
- h. Analysis in designing operating systems utilities;
- i. Troubleshooting, following established testing procedures to ensure equipment is operating properly;
- j. Development and revision of technical documentation for software, hardware, and systems;
- k. Testing online documents for correct operation, content and usability;
- l. Analyzing systems to identify project objectives and data elements;
- m. Preparing high level flow-charts and diagrams from which detailed program designs may be further developed;
- n. Database management, associated data analysis and design, and data dictionary tools, as well as distributed systems, and data base development methods and techniques;
- o. Total system development and integration efforts, including all equipment, software, telecommunications, and networks, based on expert knowledge of automatic identification and data capture fields;
- p. Outlining problems, and providing solutions to data communication projects and problems based on expert knowledge of modern data transfer methods and networks;
- q. Technical problem analysis and resolution based on expert knowledge of RF equipment and systems, wireless technologies, and wireless test procedures requirement analysis.

13 DOCUMENTATION REQUIREMENTS.

13.1 GOVERNMENT RIGHTS.

The Government shall have full and unrestricted rights, in accordance with copyright laws and regulations, to use and reproduce for its own use, all documentation provided under this Contract. The Contractor shall provide the AIT user community with online access to, including the capability to download, all User Manuals and software reference documentation for any piece of equipment that interfaces with a host computer system. User Manuals and software documentation shall be in English and in the Contractor's format using Portable Document Format (PDF) files.

13.2 COMMERCIAL USER MANUALS.

The Contractor shall provide commercial User Manuals for each piece of equipment that provide step-by-step procedures for each function performed by the equipment. These User manuals shall identify all preventive

maintenance tasks and troubleshooting procedures. The commercial User Manuals shall be included with each delivered piece of equipment and shall not be separately priced.

13.3 SOFTWARE REFERENCE DOCUMENTATION.

The Contractor shall provide software reference documentation for use by software developers creating AIT-IV applications for all software offered in hard copy and for online access. The documentation shall contain specific details for the integration of AIT-IV equipment. The documentation shall be at a level of detail sufficient to fully define the operator interface and application operations. The software reference documentation shall not be separately priced.

14 TRAINING REQUIREMENTS.

14.1 MULTIMEDIA TRAINING.

The Contractor shall provide multimedia training on CD-ROMs and via the internet on a dedicated web site that blocks access to all users except those users accessing the web site from “.mil” and “.gov” internet domains. The multimedia training shall instruct the students on how to operate, maintain, repair, and develop unique application software programs for AIT-IV equipment acquired under this Contract. The Contractor is required to provide a CD ROM and web-based training package for the first year of the contract. The Government may order updates to the Training for years two and three of the contract when required. Training updates may include addition of new or modified products and other types of training updates as necessary.

14.1.1 TARGET AUDIENCES AND AREAS.

Target audiences utilizing the AIT-IV training will include technically skilled specialists responsible for supporting and implementing the use of AIT-IV components and end users responsible for operating the Contractor-provided hardware and software. The AIT-IV Configuration Training shall encompass an overview of instruction in the following areas:

- a. AIT-IV Configuration Overview (hardware, software, communications). Hardware characteristics and principles of operation, AIT-IV Configuration hierarchy and software components (including the Operating System communication software interfaces), data structures, queues, and internal tables of the Operating System;
- b. Hardware and Software Architecture. Communications processing (including protocols), software designs, interfaces, and assembly (Operating System development) language;
- c. Operating System commands;
- d. Operating System tailoring and generation, method for the distribution of fixes, problem resolution, and implementation of new software releases;
- e. Operations. Set Interrogator parameters, collect loaded information, read and write information, search data to identify priorities and find specific items, create prioritized lists of containers to be unloaded, and locate specific containers based on container number or content data;
- f. Diagnostics. Problem definition and resolution, and diagnostic software utilization;
- g. Security features (including management considerations, controls, procedures, and software design); and
- h. Hardware maintenance and support. Preventive maintenance checks and services, and user-level repair operations.

14.1.2 WEB BASED AND CD-ROM TRAINING.

The Contractor shall provide both Web Based and CD-ROM training as a Multimedia Training package (MMTP). The MMTP will be accessible by users utilizing MS Internet explorer version 7 or higher. The MMTP shall provide information in the areas of hardware and software installation, addressing initial problem diagnostics, performance measurements, diagnostic software, and basic component operations. The MMTP shall be developed for the specific target audiences and areas identified in the paragraph entitled “Target Audiences and Areas” in this Part. The MMTP shall be a stand-alone software training package providing menu-driven selection of hardware introduction or specific operational task selection using loaded data to simulate real-time scenarios. The MMTP shall be of a type to allow the Government to copy and paste selected information from the CD-ROM into other Government applications. The Contractor shall provide the Government all necessary documentation to enable the Government to perform modifications to the CD-ROM, and the Government shall have the right to modify, copy,

and distribute the MMTP as required for its own use within the U.S. Government. Any software license or notice that is embedded in, or otherwise accompanies, the MMTP shall in no way supersede or limit the Government's rights under this contract or Federal law. Each training module within the MMTP shall be no longer than 50 minutes in length. All Training shall be developed for the Levels I and II as follows:

- a. Basic Interactivity (Level I) This is the lowest level of development. Level I lessons are linear (one idea after another) and often introduce an idea or concept. There is little "interaction" other than the student touching the screen or using a keystroke or mouse click to continue. Branching is not a feature other than in the use of a menu system. Testing includes immediate feedback. Level I does not include the use of a Computer Managed Instruction (CMI) system. The media used are primarily text and graphics (not complex), but may also include audio and video.
- b. Medium Interactivity (Level II) This level involves all levels of learning from recall of information to performing skills. Level II allows the user to have increased control over lesson presentation; that is, there is more interaction. Multiple objects may appear on the screen and may move independently, or the user may be able to control their use. This level combines audio, video, text, graphics, and animation. Level II uses branching (one to two levels), testing, and immediate feedback. Lessons use CMI features to track and analyze student performance. Level II lessons include designs for recall of facts, rules, and concepts, but they also support other instructional strategies at the low end such as tutorials, drill/practice, collaborative learning, and discovery method.

14.1.3 DRAFT MMTP.

The Contractor shall provide the COR draft storyboards, and graphics materials no later than 60 calendar days after the date of a Task Order for the AIT-IV Training Master CD-ROM or for the AIT-IV Web-based training. The COR will review and approve the drafts and provide comments to the Contractor. The Contractor shall amend or edit the draft MMTP based on the Government's comments and resubmit a revised draft no later than 14 calendar days after receipt of the Government's comments. The Contractor shall provide the final MMTP no later than 30 calendar days after receipt of the COR's final approval of the draft MMTP materials.

At the Government's discretion, the Contractor shall attend a minimum of two meetings at PM J-AIT designated facilities to provide for Government review and input into the MMTP prior to COR final approval of the draft MMTP materials. The Contractor shall provide the COR draft storyboards, scripts, and graphics materials no later than ten workdays prior to each meeting. The Contractor shall also provide an agenda at least ten workdays prior to each meeting, and shall provide meeting minutes no later than ten workdays after the conclusion of each meeting.

14.1.4 TRAINING DELIVERABLES.

If ordered, the Contractor shall provide the following items in accordance with the approved MMTP within 45 days after approval of the MMTP or within 45 days after the date of the order, whichever is later:

- a. Web-based training
- b. One (1) Master CD-ROM to be used by the Government for reproduction and distribution purposes. This Master CD-ROM, along with a one (1) copy of the CD-ROM, shall be delivered to the COR.
- c. An updated version of the Web-based training
- d. An updated version of the Master CD-ROM and copy of the CD-ROM.

15 PRODUCT AND SERVICES ORDERING CATALOG.

15.1 PURPOSE.

- a. The Contractor shall provide a Product and Services Ordering Catalog (OC) to assist Government users in determining the system configuration that shall best meet their operational requirements. The Contractor shall provide the OC no later than 90 calendar days after the Contract effective date specified in the Notice to Proceed.
- b. The Contractor shall provide a draft OC electronically to the COR, PM J-AIT, and Contracting Officer for review no later than 30 calendar days after issuance of the Contract effective date specified in the Notice to Proceed. The Contracting Officer will either approve the OC or provide comments to the Contractor for incorporation into the OC. The Contractor shall then have no more than 15 workdays to edit and return the OC based on Government comments. Upon Government acceptance and approval by the Contracting Officer of the draft, the Contractor shall post the OC on the Contractor's web site.

c. The initial OC shall be approved by the Contracting Officer prior to posting the OC on the Contractor's web site. Subsequent revisions resulting from a formal contract modification shall be posted to the web site no later than five workdays after issuance of the contract modification. The Contractor shall update the OC for other changes (e.g., Government point of contacts) no later than five workdays after the receipt of a request from the COR. The Contractor shall post Contractor-related changes no later than five workdays after the change.

15.2 FORMAT.

The OC shall be provided in sections for ease of use. The Sections shall provide a user with a complete product list, with detailed description of features and prices for ordering of all hardware, software, cables, documentation, training, and technical services provided. The OC shall also include Sections which provide information on warranty, maintenance support, ordering procedures, customer support, and CLIN list with prices, and other support services. The Contractor shall provide access for Government users to the approved OC via the World Wide Web.

15.3 SECTIONS.

Each section of the OC shall be technically accurate and complete with descriptions of the equipment (to include pictures), software, and services. CLINs shall be used throughout the document to allow the user to properly identify the appropriate item. CLINs shall be clearly annotated on drawings, charts, product descriptions, specification sheets, etc. When a product requires the purchase of additional CLINs to make a complete workable product, the CLINs shall be clearly identified in the description. All references to a geographic area where products may, or may not, be used shall be clearly annotated in the description, when applicable. The OC shall include, but not be limited to, the Sections identified below which address the minimum requirements in each Section.

15.3.1 ORDERING PROCEDURES.

This section shall contain procedures that provide the user with all the necessary information required to order AIT-IV products and services.

15.3.2 EQUIPMENT.

The Equipment section shall be organized into sub-sections based upon the major types of equipment provided, and shall include a discussion of the main features of each piece of equipment, including physical dimensions, power requirements (wattage and voltage), and heat generated by equipment. Precautions, such as the minimum distance between various devices, shall be provided. All cable requirements for equipment installation shall be described in the Section titled "Cables." This Section shall clearly indicate the appropriate cables and interfaces for the various AIT-IV components and provide a reference to the applicable parts of the Section titled "Cables". The OC shall contain instructions for users to specify equipment destination to ensure the AIT-IV equipment is compatible with the commercial power supply and adapter plugs for the geographic area in which it shall be operated.

15.3.3 SOFTWARE.

This Section shall provide a full description of all software packages that includes the primary function, minimum memory requirements, program capabilities, and major features and benefits. This section shall explain, in non-technical terms, the recommended software packages for specific applications.

15.3.4 CABLES.

This Section shall list all provided cables, and equipment cable requirements in a chart format that shall allow the user to identify the correct cables for connecting AIT-IV devices. CLINs shall be provided on the chart.

15.3.5 TECHNICAL ENGINEERING SERVICES.

This Section shall contain procedures that provide the user with all necessary information required to order TES. All TES identified in the paragraph entitled "Technical Engineering Services" shall be addressed in this Section.

15.3.6 TRAINING.

This Section shall provide course descriptions, lengths, prerequisites, course objectives, and recommended audiences for each Training Course.

15.3.7 WARRANTY SUPPORT.

This Section shall address the warranty provisions of the Contract.

15.3.8 MAINTENANCE SUPPORT.

This Section shall describe the various maintenance services available to users worldwide and instructions for ordering maintenance support.

15.3.9 CLIN LIST AND PRICES.

This Section shall provide the CLIN List and Prices.

16 CERTIFICATIONS.

16.1 AIT-IV CERTIFICATIONS.

16.1.1 ENERGY STAR.

Equipment meeting the specifications defined in PB 95-250304 shall be certified by the Contractor and properly labeled as meeting the Environmental Protection Agency requirements.

16.1.2 NON-INCENDIVE CERTIFICATION.

The Contractor shall certify that equipment identified as Non-incendive as well as its sub-components, shall be designed, manufactured and tested to Non-incendive standards, as specified in the National Electrical Code.

16.1.3 RUGGED ENVIRONMENT CERTIFICATION.

Transit Cases shall be manufactured and tested in accordance with ATA Specification No. 300, "Packaging of Airline Supplies" - 1960 (R1996) for Category 1, or have previously been accepted by DoD for use in a rugged environment.

16.1.4 PRODUCT SAFETY CERTIFICATION.

Equipment shall be certified by an authorized, Nationally Recognized Testing Laboratory to ANSI/UL1950-1997.

16.1.5 ELECTROMAGNETIC COMPATIBILITY (EMC) COMPLIANCE AND HAZARDS OF ELECTROMAGNETIC RADIATION TO ORDNANCE (HERO) COMPLIANCE.

All applicable equipment shall meet, as appropriate, the requirements of National Telecommunications and Information Administration (NTIA) Manual Annex K and FCC Part 15, regulations for Government operations. In order to certify the use of commercial AIT-IV equipment in these environments, the Government will subject representative categories of equipment to radiated emission and susceptibility tests (See MIL-STD 461D: Requirements for the Control of Electromagnetic Interference Emissions and Susceptibility, and MIL-STD-462D: Measurement of Electromagnetic Interference Characteristics). The applicable equipment shall remain unchanged after installation of Contractor-provided radio frequency devices. All applicable equipment for CONUS shall meet the International Special Committee on Radio Interference (CISPR) 22, Class A (International) standards for Radio Frequency Interference/Electromagnetic Interference, and be Underwriters Laboratory (or equivalent) and European Community certified. The Contractor shall test and certify equipment per the guidance provided in the U.S. Department of Commerce NTIA, FCC, and International Standards.

16.1.6 SELF-CERTIFICATION.

The Contractor's self-certification of standards (e.g., ISO 18000-7:2008) shall be based on the results of testing or inspection the Contractor undertakes or authorizes others to undertake on the Contractor's behalf. Self-certification shall be performed in accordance with ANSI Z-34.2-1987, American National Standard for Certification — Self-Certification by Producer or Supplier.

17 BACKGROUND INVESTIGATIONS FOR CONTRACTOR PERSONNEL.

17.1 BACKGROUND.

When applicable, Contractor personnel performing services under this contract, task order shall be required to undergo a background investigation. Task Orders may require Contractor personnel to have access to Unclassified Sensitive information in accordance with DoDD 8500.01E, DoDI 8500.2, AR-25, and the Privacy Act of 1974 (Public Law 93-579). At a minimum, some CONUS and OCONUS Task Orders will require the Contractor personnel accessing this information to have a favorable National Agency Check (NAC) and/or a DoD Secret clearance (Interim Secret clearances are acceptable). Investigative packages may contain the following forms:

1. SF-85, Questionnaire for Non-Sensitive Positions
2. SF-85P, Questionnaire for Public Trust Positions
3. SF-86, Questionnaire for National Security Positions
4. Credit Report Release Form
5. FD-258, Fingerprint Card,

17.2 NAC FILE RECORDS.

a. The Contractor shall take the necessary steps to ensure the ability to timely respond to the Task Orders stating a requirement for a NAC or DoD Secret clearance. When a Task Order specifically addresses a requirement for a NAC, the Contractor personnel assigned to this effort shall complete a Standard Form 85 or 85P. When a Task Order specifically addresses a requirement for a DoD Secret clearance, the Contractor personnel assigned to this effort shall complete a Standard Form 86.

b. The completed paperwork shall be submitted to the Contractor Security Manager for review of completeness. The Contractor Security Manager shall obtain a DoD Secret clearance from the Defense Security Service (DSS) or from the appropriate Government agency. The Contractor shall maintain a record of all requested NAC and DoD Secret clearance approvals and disapprovals.

17.3 CONTINUED PERFORMANCE DURING SUPPORT OF CRISIS SITUATIONS, CONTINGENCY OR EXERCISE.

The Contractor shall provide continued performance during support of crisis situations, contingency or exercise in accordance with the paragraph entitled "Continued Performance During Support of Crisis Situations, Contingency or Exercise" in Part C-1-1.

18 ORGANIZATION CONFLICT OF INTEREST (OCI).

18.1 NON-DISCLOSURE AGREEMENT.

a. Due to the nature of the work to be performed under this multiple award IDIQ contract the contractor may be required to submit signed non-disclosure agreement forms for all personnel working on a specific delivery/task order under this contract. Individual delivery/task orders will detail the scope of work to be performed under this contract. Without exception, all contractors are required to report potential OCI issues to the contracting officer immediately regardless of the stage of the acquisition/contract/order (e.g. Pre-solicitation, pre-award, post award, etc.) and regardless of what provisions and clauses are provided for in the contract/order. The cognizant contracting officer will provide the specific certificate of non-disclosure when applicable.

b. Organizational Conflicts of Interest. **Per FAR 9.5, organizational conflicts of interest may result when factors create an actual or potential conflict of interest on a contract, or when the nature of the work to be performed on the contract creates an actual or potential conflict of interest on a future acquisition. In this procurement, the Army has particular concerns that any proposal received from an offeror which would have the potential to perform services on any implementation contract to which that offeror is organizationally connected, is likely to result in an impermissible "Impaired Objectivity", "Unequal Access to Information" or "Biased Ground Rules" OCI (one or more), and thus be ineligible for award under FAR 9.5.** Therefore, with respect to this Contract and subsequent task orders, the contractor agrees that, in consideration of the

award of this contract, the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity with which it is or becomes affiliated by common ownership or with or into which it merges, or any successor or assignee of the contractor, shall not provide services as a prime, sub-Contractor or consultant under any systems integrator contract for current or future Army PEO EIS programs. The contractor shall include this requirement in subcontracts at all tiers. The contractor agrees that this restraint shall extend throughout this contract/task order period of performance, including any exercised options. The contractor agrees and acknowledges that compliance with this restraint at all tiers is a material requirement of this task order and the contract. (FAR 9.505-1) **The only exception to these restrictions will be if the contractor submits a comprehensive mitigation plan to the contracting officer that, at the sole discretion of the contracting officer, gives the Government confidence that any current or potential OCIs will be satisfactorily neutralized.**

c. The Contractor agrees that if it assists in the preparation of non-developmental specifications or of work statements for a system or services under this Contract, or assists in the development of acquisition strategies or evaluation criteria or otherwise provides acquisition support under this Contract, it will not be allowed to furnish these items or services, either as a prime Contractor, a sub-Contractor or as a consultant (FAR 9.505-2).

d. The Contractor agrees that if it gains access to proprietary data of other companies, it will protect such data, and it will not use such proprietary data in supplying systems or components in future competitive procurements (FAR 9.505-4). In addition, the Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this Contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor also agrees that if it gains access to the proprietary information of other companies that it will enter into an agreement with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

e. The Contractor agrees that it will not distribute reports, data or information of any nature arising from its performance under this Contract, except as provided by this Contract or as may be directed by the Contracting Officer.

f. The Contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The Contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors.

g. The Contractor agrees that it will include the above provisions, including this paragraph, in agreements with teaming partners, consultants or sub-Contractors at any tier which involve access to information covered above. The use of this Section 18 in such agreements shall be read by substituting the word "teaming partner," "consultant," or "subcontractor" for the word "Contractor" whenever the latter appears.

h. Personal Conflicts of Interest. In the course of performance pursuant to this contract, Contractor employees will be participating personally and substantially in duties that have a direct and predictable effect upon other non-Federal entities. The Contractor agrees to use its best efforts to ensure those employees and others performing services under this contract avoid conflicts of interest or the appearance thereof. To that end, the Contractor agrees that its employees and others performing services under this contract will, prior to the commencement of performance, sign the Certificate of No Conflict of Interest provided by the cognizant contracting officer.

i. Personal and Substantial. To participate personally means to participate directly. It includes the direct and active supervision of the participation of a subordinate in the matter. To participate substantially means that the employee's involvement is of significance to the matter. Participation may be substantial even though it is not determinative of the outcome of a particular matter. However, it requires more than official responsibility, knowledge, perfunctory involvement, or involvement on an administrative or peripheral issue. A finding of substantiality should be based not only on the effort devoted to a matter, but also on the importance of the effort. While a series of peripheral involvements may be insubstantial, the single act of approving or participating in a critical step may be substantial. Personal and substantial participation may occur when, for example, an employee participates through decision, approval, disapproval, recommendation, investigation or the rendering of advice in a particular matter.

j. Non-Disclosure. In the course of performance pursuant to this Contract, the Contractor will access nonpublic information, including acquisition sensitive information. The Contractor agrees that it will not use or disclose any such information unless authorized by the COR. Contractor further agrees that it will use its best efforts to ensure that its employees and others performing services under this Contract will not use or disclose any such information unless authorized by the COR. To that end, the Contractor agrees that its employees and others performing duties under this Contract will, prior to the commencement of performance, sign the Certificate of Non-Disclosure provided by the cognizant contracting officer.

**18.2 THE FOLLOWING INFORMATION IS PROVIDED FOR CLARITY PERTAINING TO THE
GENERAL OCI SITUATIONS WHERE CONFLICTS MAY ARISE. OCI CATEGORIES INCLUDE,
BUT ARE NOT LIMITED TO:**

a. Unequal Access to Information: A contractor has access to nonpublic information as part of its performance under a contract that leads to an unfair advantage in the competition for a later contract. Example: A support contractor obtains source selection sensitive information relating to a procurement and competes for that procurement.

b. Biased Ground Rules: A contractor sets the ground rules for a future competition. Example: A contractor develops requirements (such as the PWS or SOW) then competes to provide products or services to satisfy those requirements, thus obtaining a competitive advantage.

c. Impaired Objectivity: A firm is asked to perform tasks that require objectivity, but another role the firm plays casts doubt on the firm's ability to be truly objective. Example: Where a contractor's work under a contract entails evaluating itself, a subsidiary or affiliate, or a competitor.

EXHIBIT A

AIT-IV Contract Status Report

[Month-Year]					Year-to-date		Contract-to-date	
CLIN	Description	Service	Quantity	Total Amt	Quantity	Total Amt	Quantity	Total Amt
0001AA	HHT-A	Army	5	\$5	10	\$10	30	\$30
		AF	1	\$1	3	\$3	30	\$30
		Navy	10	\$10	30	\$30	50	\$50
		Marine	0	\$0	5	\$5	10	\$10
		Coast Grd	0	\$0	5	\$5	10	\$10
		DLA/Other	4	\$4	5	\$5	10	\$10
		TRANSCO	2	\$10	3	\$15	10	\$10
	TOTALS		22	\$30	61	\$73	150	\$150
0005AA	Imager for PC Input	Army	10	\$50	20	\$100	50	\$250
		AF	0	\$0	3	\$15	10	\$50
		Navy	5	\$25	10	\$50	20	\$100
		Marine	0	\$0	0	\$0	2	\$10
		Coast Grd	0	\$0	0	\$0	0	\$0
		DLA/Other	0	\$0	5	\$25	10	\$50
		TRANSCO	0	\$0	5	\$25	10	\$50
	TOTALS		15	\$75	43	\$215	102	\$510

Note: The CLINs, Description, Quantity numbers, and Total Amounts shown above are for illustrative purposes only. The contractor may provide each of the three summaries (Current month and year, Year-to-date, and Contract-to-date) on separate worksheets of the same spreadsheet file

EXHIBIT B

Army Information Assurance Approved Product List (IA-APL) 26 November 2008

<u>Army Information Assurance-Approved Product List (IA-APL) 26 November 2008</u>	
Integrated Security Solution	Version
Cisco Systems, Adaptive Security Appliance (ASA) 5510, 5520, and 5540 firewall, IPS (the SSM-10 blade only) , IPSec VPN and SSL VPN (The anti-virus feature was not evaluated nor is it approved for Army's use. ASA 5505 and 5550 were not evaluated nor are they approved for Army's use.)	IPSec VPN client 3.6.5 Software version 7.2.2
Juniper Networks, NetScreen Secure Services Gateway (SSG) 5, 20, 520M, 550M firewall with VPN. Also approved with the firewall are anti-virus, deep packet inspection, web filter, and anti-spam subscriptions	5.4
Network-Based Firewalls	Version
Juniper Networks, NetScreen 5200, 5400, ISG 1000 (without the IDP blade) and ISG 2000 (without the IDP blade) firewall with VPN	5.4
Check Point Software Technologies, Firewall-1 NG firewall only (The NGX is not approved for Army's use)	R55
Secure Computing Corporation, Sidewinder G2 Security Appliance, Model 4150 C firewall and VPN with anti-virus capabilities	6.1.0.05
Host-Based Firewalls	Version
Novell, ZENworks Endpoint Security Management, (EndPoint Security Suite (ESS))	3
Network-Based Intrusion Detection Systems/ Intrusion Prevention Systems (IDS/IPS)	Version
IBM Internet Security Systems, RealSecure Engine (network-based IDS)	7
McAfee Security, IntruShield 4000	1.8
TippingPoint Technologies Inc., UnityOne 400, 1200, 2400 (IPA)	1.4.1
NitroSecurity, NitroGuard 600	6
IBM Internet Security Systems, Proventia-GX	8.0 with Service Pack 4.3 and X-press Update 22.35
Juniper Network, IDP-50, IDP-200, IDP-600C, IDP-1100C/1100F	1

Lancope, Stealthwatch G1 (Behavioral-Based NIDS) and the Management Console (SMC)	5.1
SNORT NOTE: USER ARE ONLY AUTHORIZED TO DOWNLOAD SNORT OFF THE ACERT https://www.acert.1stiocmd.army.mil/tools/snort/	2.8.2.1
Host-Based Intrusion Detection Systems/ Intrusion Prevention Systems (IDS/IPS)	Version
Wireless Intrusion Detection Systems/ Intrusion Prevention Systems	Version
AirMAGNET, Inc. AirMagnet Sensor, AM-5010 AM-5010 AirMagnet Server AirMagnet Surveyor AirMagnet Analyzer	5.2.0-2935 5.2.0 2.5 5.0
AirDefense, Inc. AirDefense Enterprise	7
AirTight Networks, SpectraGuard Enterprise SA-200/SectraGuard Sensor SS-200	5.0.25
Aruba Networks, Wireless Intrusion and Prevent (WIPS), Aruba Wireless Networks, Inc. (WIPS)	2.4.8.3
	4.2
Aruba Networks, RfProtect	
Network Assessment Tools (Vulnerability Scanners)	Version
IBM Internet Security Systems, Internet Scanner	7
eEye Digital Security, Retina Network Security Scanner (This scanner is free to certified users with their IAPM's permission)	Latest Version on the DISA Web Site
Lumension Security, PatchLink Scan (No new licenses will be distributed free to users)	6
Enterprise Security Management	Version
Telecom Firewall	Version
SecureLogix Corporation, Enterprise Telephony Management System	5

SecureLogix Corporation, TeleWall	5
Security Proxy	Version
Blue Coat Systems, Inc., Blue Coat Proxy SG200/SG510/SG800/SG810/SG8100	SGOS3.1.40 build 21357
Data-at-Rest	Version
Credant Technologies, Credant Mobile Guardian (Credant2Go IS NOT authorized for Thumb drive encryption) [May use until transition to Army solution as directed]	5.1.1
Check Point Software Technologies , PointSec for PC (encryption at rest) (PointSec Media Encryption is not approved at this time) [May use until transition to Army solution as directed.]	6.1
GuardianEdge Technologies, Encryption Plus (EP) [whole disk/full volume encryption; NOT CAC/PK enabled] [May use until transition to Army solution as directed]	7.1.5
GuardianEdge Technologies, Encryption Anywhere (EA) [whole disk/full volume encryption; NOT CAC/PK enabled] [May use until transition to Army solution as directed]	8.1.2
GuardianEdge Technologies, Encryption Anywhere Removal Storage (EARS) (not a stand-alone solution; must be used with Encryption Plus or Encryption Anywhere), [May use until transition to Army solution as directed]	1.1.0
GuardianEdge Technologies, Encryption Anywhere CD/DVD (not a stand-alone solution; must be used with Encryption Plus or Encryption Anywhere) [May use until transition to Army solution as directed]	5.0.0
Mobile Armor, Inc., DataArmor/FileArmor/PolicyServer	3.0, SP4
Network Data Storage Security Systems	Version
NetApp, DataFort E510	3
Secure Configuration Remediation Management System	Version

McAfee Security, Hercules (free)	Latest version Downloadable on the DISA site
Purge Tools	Version
Los Altos Technologies, UniShred Pro V3.3.1 (UNIX and bootable Windows),	3.3.1
Purge Effects (GOTS - UNIX only), https://www.acert.1stiocmd.army.mil	
Universal Purge (GOTS - all operating systems), working on adding this to the information assurance web site	
Certification & Accreditation Tools	Version
	-
A2TOC Directed Tools	Version
QTip, ACERT/RCERT	
Malicious Code Detectors	Version
<p>Anti-Virus</p> <p>The DoD Antivirus Software License Agreement with Network Associates and Symantec allows active DoD employees to utilize the antivirus software for home use. Home use of the antivirus products will not only protect personal PCs at home, but will also potentially lessen the threat of employees bringing malicious logic into work and compromising DoD networks. Contractors are excluded from using the software at home or on any other systems not belonging to the DoD. Contractors may only use the software on systems of which are the property of the DoD</p>	
<p>McAfee https://www.acert.1stiocmd.army.mil/Antivirus/</p> <p>Please note that the only approved AV software are the free tools on the ACERT web site.</p>	Latest Version on the ACERT Web Site
<p>Symantec https://www.acert.1stiocmd.army.mil/Antivirus/</p> <p>Please note that the only approved AV software are the free tools on the ACERT web site.</p>	Latest Version on the ACERT Web Site
Anti-Spyware	

Anti-Adware	
Open Source	Version
NESSUS http://www.nessus.org/nessus/	
PuTTY - ftp client replacement (requirement mandated by 25-2) http://www.chiark.greenend.org.uk/~sgtatham/putty/download.html	
WireShark (ethereal) network protocol analyzer http://www.wireshark.org/download.html	
IA Tools for Wireless	Version
Novell, ZENworks Endpoint Security Management, (EndPoint Security Suite (ESS))	3
AirDefense, Inc., AirDefense Enterprise (wired and wireless IPS),	7
AirMAGNET, Inc. AirMagnet Sensor, AM-5010 AM-5010 AirMagnet Server AirMagnet Surveyor AirMagnet Analyzer	5.2.0-2935 5.2.0 2.5 5.0
Aruba Networks, Aruba 800, 5000, and/or 6000 Mobility Controllers with the Juniper Odyssey Client (WIPS, L2 encryption or 802.11i solution)	Aruba 2.4.8.3 Juniper Odyssey 4.51
Aruba Networks, RfProtect (WIDS)	4.2
AirTight Networks, SpectraGuard Enterprise SA-200 (WIPS)	5.0.25
Cisco Systems, 4402 Wireless LAN Controller	Software Version Release 4.1.1.171.0
Cisco Systems, 4404 Wireless LAN Controller	Software Version Release 4.1.1.171.0
Cisco Systems, WiSM Wireless LAN Controller	Software Version Release 4.1.1.171.0
Cisco Systems, LWAPP AP 1131AG (Thin Access Point)	Software Version Release 4.1.1.171.0
Cisco Systems, LWAPP AP 1242AG (Thin Access Point)	Software Version Release 4.1.1.171.0
Mobile Devices to include Two-Way Wireless E-mail Devices (TWEDs) & Personal Digital Assistants (PDAs)	Version

RIM BlackBerry	
RIM, BlackBerry (Sprint/Nextel)	7100i
RIM, BlackBerry (T-Mobile/AT&T)	7100t/g
RIM, BlackBerry (T-Mobile)	7105
RIM, BlackBerry (AT&T)	7130c
RIM, BlackBerry (Verizon/AT&T)	7130e
RIM, BlackBerry (Verizon/Sprint)	7250
RIM, BlackBerry (T-Mobile/AT&T)	7290
RIM, BlackBerry (Sprint/Nextel)	7520
RIM, BlackBerry (T-Mobile/AT&T/Sprint/Verizon)	8100/8110/8120/8130 (i.e. Pearl)
RIM, BlackBerry (T-Mobile/AT&T/Sprint/Verizon)	8300/8310/8320/8330 (i.e. Curve)
RIM, BlackBerry (T-Mobile/AT&T/Sprint/Verizon)	8800/8820/8830
Appriva Sensa 1.9	
UT Starcom, Appriva, Sensa 1.9 (Sprint)	PPC-6600
UT Starcom, Appriva, Sensa 1.9 (Sprint)	PPC-6601
UT Starcom, Appriva, Sensa 1.9 (Sprint)	PPC-6700
Samsung, Appriva, Sensa 1.9 (Verizon/Sprint)	IP-i830W
Palm Treo, Appriva, Sensa 1.9 (Verizon/Sprint)	700wx
Palm Treo, Appriva, Sensa 1.9 (Verizon/Sprint)	700w
Palm, Appriva, Sensa 1.9 (AT&T)	750w
HTC, Appriva, Sensa 1.9 (T-Mobile)	MDA
HTC, Appriva, Sensa 1.9 (T-Mobile)	6315
HTC, Appriva, Sensa 1.9 (T-Mobile)	8125
Appriva, Sensa 1.9 (T-Mobile)	Wing
Wireless Network Discovery	Version
Flying Squirrel, Naval Research Labs (NRL) (free)	v1.2.2

Security Information Management System (SIMS)	Version
Event Correlators	
ArcSight Inc., ArcSight Enterprise Security Manager	
netForensics, Inc. netForensics	
Intellitactics, Inc., Intellitactics Security Manager	5.2
Anomaly Detection	Version
VPN	Version
Blue Ridge Networks Borderguard 6600 Management Console VPN Client (This is a IPSec VPN) (NOTE: Does not work with multiple Active Directory Forests)	7.3 2.1.595 4.0
Juniper Networks, Secure Access Products SA4000FIPS SA6000FIPS (This is a SSL VPN)	OS code version 5.3R.5.3 (build 11159)
High Risk Transport and Protocol Services	Version
SSH version 2, ssh.org	
Network Access Control	Version
Encrypted Removal Media	Version
Protected Distribution System (PDS)	Version

PDS represent a special case and are not listed on the Army IA-APL. For PDS, please contact the Army's TEMPEST Office at 902d310thTEMPEST@mi.army.mil	
Cross Domain Solutions (CDS)	Version
CDS represent a special case and are not listed on the Army IA-APL. For CDS, please contact the Army Cross Domain Management Office at army.cdmo@us.army.mil	

ATTACHMENT 1

AIT-IV LABOR CATEGORY DESCRIPTIONS

Project Manager: The Contractor's AIT-IV Project Manager shall serve as primary manager of large projects and shall be responsible for management, performance, and completion of major projects, as defined by the individual Task Order. The Project Manager shall be responsible for formulating and enforcing work standards, assigning schedules, and reviewing work performed for Task Orders.

Software Systems Engineer: Applies business process improvement practices to reengineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assist in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with corporate Information Management guiding principles, cost savings, and open system architecture objectives. Provides daily supervision and direction to staff.

Senior Programmer: Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers to ensure program deadlines are met.

Systems Analyst: Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS products. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

Junior Programmer: Participates in the design of software tools and subsystems to support reuse and domain analysis. Assists Applications Engineer and Applications Programmer to interpret software requirements and design specifications to code and integrate and test software components.

Systems Engineer: Analyzes and studies complex system requirements. Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer-Aided Software Engineering (CASE) tools. Estimates software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time and improving current techniques. Supervises software configuration management.

Data Communications / Network Specialist: Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes and throughput) and recommends procurement, removals and modifications to network components. Designs and optimizes network topologies and site configurations. Plans installations, transitions and cut-overs of network components and capabilities. Coordinates requirements with users and suppliers.

RF Technical Radio Specialist: Focuses on the design and implementation of AIT-IV system. The individual will organize and configure the installation of an AIT-IV site. This includes the proper RF installation of AIT-IV readers, antennas, and printers. Identifies the proper location for the readers at the prescribed distances along the supply chain; on conveyors, at loading dock portals, near palletizers, and mounted on vehicles. Also properly deploy hand-held readers for use in warehouses, distribution centers, and field environments. Be able to identify the physical and RF environments, as well as throughput, speed and accuracy requirements. Required to be able to analyze the RF environment to identify any RF interference and take proper measures to avoid RF interference.

Technical Writer: Assists in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents.

Technical Training Specialist. Conducts the research necessary to develop and revise training courses. Develops and revises these courses and prepares appropriate training catalogs. Prepares instructor materials (course outline, background material, and training aids). Prepares student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops and seminars.

Instructional Design and Development Specialist. Under minimal direction, conducts needs analysis of groups, processes, or products to identify performance requirements of training and curricula to insure effectiveness in achieving desired training results and meet mission objectives. Analyzes, delivers, and evaluates training and support materials. Assures delivery of training courses supporting specific customer needs. Enhances customer satisfaction and loyalty by assisting in the definition, implementation, rollout, marketing, and continual evaluation of the program. Provides consulting services to customer on all program aspects to include program development, organizational readiness, and marketing strategies. Manage implementation/deployment projects for new and upgraded products and services. Coordinates interaction between government and contractor to support and enhance client program initiatives, quality assurance, and problem resolution. Contributes directly to the building of customer goodwill, satisfaction, and loyalty. Facilitates defining/enhancing the client's business needs, goals, success criteria, and program strategy. Demonstrates excellent teamwork and strategic partnership skills and abilities."

ATTACHMENT 2

DD 254, DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATIONS

Provided in a separate document

ATTACHMENT 3

Provided in a separate Document entitled Attach 3, AITIV/Part D SOW

ATTACHMENT 4

CONTRACT-LEVEL METRICS

The Contract-Level Metrics for service level outcomes will be measured against the following metrics:

a. Metric: Submittal of Deliverables and Quality of Work – Contractor’s work is complete, accurate, and timely.

1) Target Goal: 99% of Monthly Performance Evaluation of Maintenance Support is satisfactory.

2) Means of Surveillance: COR conduct surveillance based on criteria in the Quality Assurance Surveillance Plan (QASP).

b. Metric: Adherence to Government schedule.

1) Target Goal: Schedule is met 99% of the time.

2) Means of Surveillance: COR conduct surveillance and provide monthly report.

c. Incentive/Disincentive: The extent to which a contractor has met or exceeded the contract-level metrics will be considered in each Task Order evaluation. Task Order level metrics will be proposed by the contractor and negotiated for each Task Order at the time of award of the Task Order. A Performance Requirements Summary will be provided as a part of the Performance Work Statement when the individual Task Order is competed.

ATTACHMENT 3



Office, Chief Information Officer / G-6

NETC-EST-I

July 31, 2008

Letter to Industry

SUBJECT: Letter to Industry Concerning the Approval and Acquisition of Information Assurance (IA) Tools and Products in the United States Army.

1. References:

- a. Memorandum, NETCOM, NETC-EST-I, June 5, 2008 subject: Letter to Industry Concerning the Approval and Acquisition of Information Assurance (IA) Tools and Products in the United States Army
- b. DoDD 8500.01E, Information Assurance, 23 April 2007
- c. DoDI 8500.2, Information Assurance (IA) Implementation, 6 February 03.
- d. Memorandum, CIO/G-6, SAIS-IOE, 5 November 03, subject: Army Implementation of DoD Internet Protocol Version 6 (IPv6) Mandate.
- e. AR 381-11, Production Requirements and Threat Intelligence Support to the U.S. Army, 28 June 00.
- f. Federal Information Processing Standard (FIPS) 140-2, Security Requirements for Cryptographic Modules, 25 May 01; with change notices 3 December 2002.
- g. National Security Telecommunications and Information Systems Security Policy Number 11 (NSTISSP-11), National Policy Governing the Acquisition of Information Assurance (IA) and IA-Enabled Information Technology (IT) Products, Jun 03.
- h. DoDI 8520.2, Public Key Infrastructure (PKI) and Public Key Enabling, 1 April 2004
- i. AR 25-2, Information Assurance, 24 October 2007.
- j. Joint Memorandum, DoD DCIO / USD (ATL) / Vice Director C4 Systems (Joint Staff), 22 December 04, subject: Department of Defense Information Technology Standards Registry Baseline Release 04-2.0.
- k. Assistant Secretary of Defense (ASD NII) Memorandum, subject: Use of Commercial Wireless Local Area Network (WLAN) Devices, Systems, and Technologies in the Department of Defense (DoD) Global Information Grid (GiG), 2 June 06

2. This letter supersedes reference I (a).

NETC-EST-I

SUBJECT: Approval and Acquisition of Information Assurance Tools

3. Guidance:

a. The purpose of this letter is to provide industry guidance for what requirements must be met to place an IA or IA-enabled tool on the Army Information Assurance Approved Products List (IA-APL). This letter predominately contains mandated Federal and DoD requirements in addition to a limited number of Army requirements.

b. The Army has directed Army organizations to only buy IA and IA-enabled products that are listed on the Army IA-APL and are on the Project Director, Computer Hardware and Enterprise Software Solutions (PD CHESS) contracts.

c. This letter provides guidance for the future approval and acquisition of all IA tools used in the Army for strategic, operational, or tactical networked environments. Currently the categories of IA tools on the IA-APL include, but are not limited to, firewalls, intrusion detection systems (IDS), intrusion prevention systems (IPS), network assessment tools (vulnerability scanners), Virtual Private Networks (VPNs), encryption, purge, secure configuration remediation management system (patch/remediation), Defense Information Assurance Certification and Accreditation Process (DIACAP), data at rest, network data storage security systems, management consoles, spillage tools, security proxies, integrated security solutions, and network access protection/network access control tools. The remainder of this Letter to Industry provides the Federal, DoD and Army requirements for placing a tool on the Army IA-APL.

4. Department of Defense Laboratory Evaluation: All IA or IA-enabled tools shall have a favorable accredited DoD lab evaluation. This is separate from the National Information Assurance Partnership (NIAP) Common Criteria Evaluation and Validation Scheme (CCEVS), or the International Common Criteria for Information Security Technology Evaluation Recognition Arrangement (CCRA) requirement in references 1c and 1g. Contact OIA&C for a listing of accredited DoD laboratories. The DoD lab must evaluate all functions of the tool separately and then perform a final evaluation with all the functions "activated". Partial evaluations will not be accepted for multi-component products. Before an accredited DoD lab can evaluate an IA or IA-enabled tool, the IA or IA-enabled tool shall have a contract with a NIAP CCEVS or CCRA lab, and a current FIPS certificate. A FIPS 140-2 Level 2 certification is required for all encryption modules regardless if the tool is an IA or IA-enabled tool. The OIA&C will adjudicate if a DoD laboratory report is favorable. It will be based upon the functionality and security of the system. If the OIA&C adjudicates a DoD laboratory report to not be favorable a meeting will be scheduled with the vendor and DoD laboratory to discuss a solution.

5. Foreign Ownership, Control, and Influence (FOCI)/Standard Form (SF) 328: Vendors shall complete and submit an SF 328, Certificate Pertaining to Foreign Interests, (<http://www.dtic.mil/whs/directives/infomgt/forms/sfoforms.htm>) and forward the SF 328 and any supporting artifacts to the OIA&C. Vendors must renew their filing annually and as mergers and acquisitions occur. The Chief Executive Officer (CEO), Chief Financial Officer

NETC-EST-I

SUBJECT: Approval and Acquisition of Information Assurance Tools

(CFO) Chief Technology Officer (CTO) and or the Chief Information Officer (CIO) shall sign and attest to the information on the SF 328.

6. Integrity Statement: The Army requires the vendor to provide a letter to OIA&C stating that software code is free of viruses, malicious coding, vendor /programmer created backdoors/trapdoors (front and back). For this requirement the Army is defining malicious code as software capable of performing an unauthorized function on an information system (IS). Trapdoors will be defined, but not limited to, those passwords or processes created for engineering development, vendor-generated upgrades, emergency access, or developer convenience. Maintenance backdoors installed on software/hardware requires notification to the Army.

7. New Version of IA or IA-enabled Tools: The only tool version that is authorized for sale is the version that is on the IA-APL and therefore on the PD CNESS contracts. Vendors must ensure that new versions are vetted with the OIA&C to receive approval. To ensure current version approval the vendor will provide a summary of what the changes are between the current approved version and the new version. The OIA&C will determine if the changes are significant enough to require additional testing/certification. If a tool adds a new IA capability the Army will direct that the new capability be tested in an accredited DoD lab as a stand alone and as an integrated component of the entire tool/appliance (see paragraph 4). If a new cryptographic module is being used then a FIPS 140-2 Level 2 certificate for the client and server must be obtained from NIST (see paragraph 14). It is in the interest of the vendor to contact OIA&C as early as possible about new version releases. This will allow OIA&C to determine if there are any additional testing/certification requirements that must be met and to facilitate placement on PD CNESS contract. A requirement for additional DoD lab testing will be based on major/significant changes to the original version or the addition of a new capability. The NIST will determine if changes to an encryption module will require a new FIPS certification. Vendors are also required to inform the OIA&C when a product is entered into an end-of-life status.

8. Original Equipment Manufacturers (OEMs): OEMs are not the original manufacturers. OEMs incorporate another manufacturer's product/function into their tool. OEMs are responsible for meeting NIST requirements. The vendor needs to provide a statement telling OIA&C if there has been any modification to the OEM and the nature of the modification. The main concern is that a major change must be tested against IA standards. If there is a change in the encryption module, NIST will decide if a new certification is required. If the OEM has been changed from the original certified state then it is important to understand the scope and nature of that change. Of particular concern is any change to the FIPS 140-2 Level 2 certified encryption module.

9. Critical Vulnerabilities: If a critical vulnerability is discovered in a manufacturer's product, which is already listed on the Army IA-APL, then the product will be re-evaluated for continued use and it is expected that the manufacturer will correct/mitigate/remove the vulnerability.

NETC-EST-I

SUBJECT: Approval and Acquisition of Information Assurance Tools

10. DoDD 8500.1E and DoDI 8500.2: The DoD documents that provide the requirements for all IA and IA-enabled tools used at all levels of the Army are DoDD 8500.1E and DoDI 8500.2 (references 1(b) and 1(c)).

11. Internet Protocol Version 6 (IPv6) Capable: This is a DoD mandated requirement. The Joint Interoperability Test Command (JITC) is the DoD proponent for IPv6 testing and certification. All Army Information Technology (IT) and National Security Systems (NSS) components being developed, procured, or acquired are required to be IPv6 capable and interoperable with IPv4 systems/capabilities (reference 1 (d)). In order to meet Army Technical Architecture Standards, IA tools should conform to the Internet Engineering Task Force (IETF) IPv6 capabilities Requests for Comments (RFC). The DoD IPv6 Product Profile and the IPv6 compatibility testing process are described at <http://iitc.fhu.disa.mil/apl/ipv6.html>. Vendors shall provide the OIA&C a copy of the JITC IPv6 Interoperability Certification for each product on the Army IA-APL or provide a letter describing the road map (with timelines and milestones) that will result in IPv6 certification.

12. Kerberos Authentication: DoD mandates that all IA or IA-enabled tools, in a windows environment, shall be enabled to use Kerberos authentication (ref 1h). IA tools currently on the Army IA-APL must be enabled to use Kerberos authentication. Kerberos authentication capability is required to implement Single Sign On (SSO) capabilities using the DoD mandated Public Key Infrastructure (PKI) certificates on the Common Access Card (CAC). DoD has authorized the use of KT PASS utility as an alternative for use in a mixed/non windows environment.

13. NIAP/CCEVS or CCRA:

a. All IA and IA-enabled tools must be evaluated and validated by NIAP CCEVS or CCRA as required by DoDD 8500.1E. The Army will accept a signed contract between the vendor and the appropriate NIAP CCEVS or CCRA lab as proof of their intent to complete the CC evaluation. The Army will not require a final Common Criteria certificate before a tool can be placed on the Army IA-APL. As per DoDI 8500.2, if a U.S. Government Protection Profile (PP) exists for a particular technology area, the IA tool shall be evaluated against the appropriate PP. If a U.S. Government PP does not exist, OIA&C will work with the vendor to determine the functional security and assurance requirements which shall be incorporated into the Security Target (ST) for evaluation. If a vendor's tool performs multiple functions (e.g. firewall, VPN, IDS/IPS, and anti-virus) each function of that tool shall be evaluated to the appropriate level of assurance.

b. The vendor will provide the following information:

- (1) Name of tool(s) under contract for evaluation
- (2) Version of the tool being evaluated

NETC-EST-I

SUBJECT: Approval and Acquisition of Information Assurance Tools

- (3) The robustness level the product is being certified to
- (4) Functions the tool performs (e.g. firewall, IDS/IPS, VPN, anti-virus, etc.)
- (5) Functions being evaluated
- (6) The U.S. Government Protection Profile (PP)

14. Federal Information Processing Standards (FIPS) 140-2 Level 2: This applies to cryptographic modules which include hardware, software, and firmware components. The Army will not accept products that have not received a FIPS 140-2 Level 2 validated certificate nor can the product start the Army DoD testing requirement prior to the certificate being issued (see paragraph 4). All IA or IA-enabled tools using an encryption module for the protection of unclassified information shall use encryption modules that are FIPS 140-2 Level 2 certified (software/hardware/firmware modules). A copy of the FIPS certificate(s) shall be provided to the OIA&C unless it is already posted on the NIST website. Sometimes there is a significant lapse of time between the certificate being issued and the certificate being posted on the NIST website. If a version change incorporates a new encryption module, that new module must have a valid FIPS 140-2 Level 2 certification. A FIPS 140-2 Level 2 certification is required for all encryption modules regardless if the tool is an IA or IA-enabled tool. Vendors must be cognizant of the need to have a certification for the client and the server.

15. Vendor and OIA&C Initial Meeting:

a. As a general statement all IA and IA-enabled tools shall meet the requirements stated in this Letter to Industry and the product certification plan.

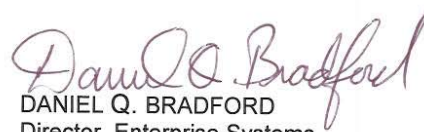
b. Not all requirements are applicable to all IA and IA-enabled tools. To determine which requirements apply and to ensure the vendor understands the requirements; an initial kickoff meeting will be scheduled between the vendor and OIA&C so as to document and clarify the road ahead for approving a tool to be placed on the Army IA-APL and the PD CHES contracts. After the meeting the OIA&C will provide a letter documenting the requirements, the EAL and robustness level, and the date of the Letter to Industry that was in effect at the time of the initial OIA&C and vendor meeting.

16. Cross Domain Solutions: Cross Domain Solutions represent a special case. Cross Domain Solutions are not listed on the Army Information Assurance Approved Product List. Please contact the Army Cross Domain Solutions Cell at 703-602-3400, DSN 332-3400 or NETCOMIA- CDSO@hgda.army.mil.

NETC-EST-I

SUBJECT: Approval and Acquisition of Information Assurance Tools

17. The government point of contact for this letter is Mr. LeRoy Lundgren, Deputy Director, OIA&C and the SME POC is Ms. Joudi Henoud, ArmyIATools@conus.army.mil.


DANIEL Q. BRADFORD
Director, Enterprise Systems
Technology Activity

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W913AD9FQYTJ21		PAGE 1 OF 230	
2. CONTRACT NO. W91QUZ-09-D-0041		3. AWARD/EFFECTIVE DATE 23-Jul-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER W91QUZ-09-R-0003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CATHY A. GOLDEN				b. TELEPHONE NUMBER (No Collect Calls) 703-325-8936	
9. ISSUED BY NCRCC - ITEC4 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700 TEL: FAX:		CODE W91QUZ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 1000 NAICS: 334111		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN INFORMATION TECHNOLOGY, 7575 COLSHIRE DR MCLEAN VA 22102-7508 TEL.		CODE 1V4D7 FACILITY CODE 1V4D7		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 230

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PART B**PART B-1****CONTINUATION OF SF 1449**

Block 17b. Remittance Address:

Electronic Funds Transfer (EFT) payment shall be made as follows:

Financial Institution Address:

Name of Bank: J.P. Morgan Chase Bank
 Address of Bank: 270 Park Avenue, New York, NY 10017
 ABA: 021000021
 Depositor Account Number: 323362354
 Bank Account Name: Northrop Grumman Information Technology, Inc.

If not paying via EFT, payment shall be made to the following address:

Contractor's Address: Northrop Grumman Information Technology, Inc.
 P.O. Box 203061
 Houston, TX 77216-3061

Block 18a. Payment Office

- a. The payment for orders funded with DOD funding, except for Governmentwide commercial purchase card orders, will be made by the following:

CODE: **HQ0338**

Address of DFAS Office: **DFAS COLUMBUS CENTER**
 DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
 P.O. BOX 182264
 COLUMBUS, OH 43218-2264

- b. Payment for Governmentwide commercial purchase card orders will be made in accordance with the established payment procedures.
- c. The payment for orders funded with non-DOD funding will be made by the payment office annotated on the individual order.

PART B-2**MASTER CONTRACT LINE ITEM NUMBER/SUB-CONTRACT LINE ITEM NUMBER LISTING**

Structure of Master CLIN/SLIN List. The CLINs/SLINs are divided into three series. CLINs/SLINs 00xx are applicable to the three-year Base Period and CLINs/SLINs 10xx through 20xx are applicable to the Option Periods (reference Part C-1-1, paragraph (c), which identifies the contract life).

Contract Attachment 1 serves as the Master CLIN List for the contract. The Government will execute a modification to the contract to input the Contractor's prices and descriptions as reflected in Attachment 1, Price

Model, into the Standard Procurement System CLIN List and Attachment 1 will be deleted from the contract in its entirety.

NOTE: Due technical issues with the Standard Procurement System, the page numbers in the document are not accurate.

CLAUSES INCORPORATED BY FULL TEXT

PART C-1

In accordance with FAR 12.302, Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, FAR Clause 52.212-4 is tailored as follows to reflect special contract terms and conditions that are unique for this contract. This tailored clause supersedes the version of FAR Clause 52.212-4. Sentences that include tailored portions are identified in **BOLD**.

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2008)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. **For delivery orders against this contract that contain only supplies, representatives of the Defense Contract Management Agency shall perform inspection and acceptance of the supplies at origin. For all other orders against this contract, the using activity representative as stated on each delivery, task, or Governmentwide commercial purchase card (hereinafter referred to as "purchase card") order shall perform inspection and acceptance of all the items contained on the order.**

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. **The Government reserves the right to issue unilateral modifications to effect administrative changes to delivery orders and task orders. Further, the Procuring Contracting Officer (PCO) may issue unilateral modifications to effect administrative changes to the contract, to include changes made to the ordering procedures at Part C-1-1. All other changes in the terms and conditions of this contract may be made only by the PCO through written agreement of the parties.**

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. **Risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon delivery of the supplies to the Government at the destination, except when loss or damage is due to the negligence of the Government.**

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, **or for any portion of the contract minimum guaranteed amount remaining at the time of termination**, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. **Additional warranties requirements are discussed in Contract Part D, paragraph entitled “Warranty.”**

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) the schedule of supplies/services **(Parts B-1 and B-2), which includes the specification and statement of work (Part D);**

(2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause at 52.212-4 **(Part C-1);**

(3) the clause at 52.212-5 **(Part C-2) and DFARS 252.212-7001 (Part C-2-1);**

(4) addenda to this solicitation or contract, including any license agreements for computer software **(Part C-1-1);**

(5) solicitation provisions if this is a solicitation **(Part E);**

(6) other paragraphs of this clause;

(7) the Standard Form 1449;

(8) other documents, exhibits, and attachments **(excluding, the specification and statement of work (Part D), which are part of the schedule (Part B));** and

(9) the contractor’s proposal as incorporated by reference and where not in conflict with the other requirements set forth in the contract.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its

intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

PART C-1-1

PART C-1-1

ADDENDUM TO FAR CLAUSE 52.212-4 SPECIAL PROVISIONS

TABLE OF CONTENTS

PARAGRAPH NO.	PRAGRAPH TITLE
(a)	Contractor's Proposal
(b)	Notice To Proceed
(c)	Contract Life
(d)	Type of Contract
(e)	Contract Minimum and Maximum Amount
(f)	Delivery Requirements
(g)	Ordering Period
(h)	Delivery Orders/Task Orders/Governmentwide Commercial Purchase Card Orders
(i)	Ordering Procedures for Orders Exceeding \$3,000
(j)	Ordering of Hand Held Terminal (HHT)
(k)	Task Order – Technical Engineering Services (TES)
(l)	Incidental Materials
(m)	Use of Governmentwide Commercial Purchase Card
(n)	Government Contractors' Use of Contract
(o)	Post Award Conference
(p)	Current Technology Substitutions and Additions
(q)	Contract Change Proposal (CCP) Response Time
(r)	Only New Equipment
(s)	Reconditioned Components

- (t) **Insurance**
- (u) **Commercial Software Licenses**
- (v) **Maintenance**
- (w) **Separately Orderable Maintenance Replacement Items**
- (x) **Continued Performance During Support of Crisis Situations, Contingency or Exercise**
- (y) **Notice: Year 2000 Provisions (Commercial Items)**
- (z) **Mandatory Use Of Contractor To Government Electronic Mail**
- (aa) **Mandatory Use of Government to Government Electronic Mail Date**
- (ab) **Past Performance Input from Field Activities**
- (ac) **Invited Contractor or Technical Representative Status Republic of Korea (ROK)**
- (ad) **Technical Representative SOFA Benefits (ROK ONLY)**
- (ae) **Logistic Support (ROK Only)**
- (af) **Monthly Report**
- (ag) **Expedited Delivery**
- (ah) **Clauses Incorporated by Reference**
- (ai) **Posting of Contract**
- (aj) **Crimes against Host Country Nationals within the United States Central Command (USCENTCOM) Area of Responsibility (AOR)**

(a) Contractor's Proposal. The Contractor's Proposal dated 12 March 2009, as amended, is hereby incorporated into the contract.

(b) Notice To Proceed. The Contractor shall take no actions on this contract, or incur any costs, without the Contracting Officer's official written notice to proceed. It is anticipated that this notice to proceed will generally be issued when the Contracting Officer determines that there is no threat of protest. The base year of this contract shall begin as specified in the notice to proceed.

(c) Contract Life. The total contract life, subject to exercise of FAR Clause 52.217-9, Option to Extend the Term of the Contract, is 108 months from the date specified in the written notice to proceed. The contract includes a three-year base period; with one, two-year option period; and one, four-year option period. The following is the breakout for the base period and the option periods.

Base Period: Three years from date specified in the written Notice to Proceed.

Option Period 1: Two years from expiration of the base period.

Option Period 2: Four years from expiration of Option Period 1.

(d) Type of Contract. This is an indefinite-delivery/indefinite-quantity (ID/IQ) contract with firm-fixed-price (FFP) contract line item numbers (CLINs).

(e) Contract Minimum and Maximum Amount. The guaranteed minimum amount of this contract is \$20,000. The maximum amount of \$418,517,764 applies to all the Automatic Identification Technology(AIT-IV) contracts (i.e., all contracts awarded against RFP W91QUZ-09-R-0003). The aggregate amount of all delivery orders, task orders, and Governmentwide commercial purchase card (hereinafter referred to as "purchase card") orders placed against all AIT-IV contracts shall not exceed \$418,517,764.

(f) Delivery Requirements. The Contractor shall start accepting orders within 10 days from the date of the written notice to proceed. If an order contains only hardware and software, the Contractor shall tender items for inspection and acceptance by DCMA. The Contractor shall deliver hardware and software items to the destination specified in the order within 45 days after date of order for all orders (SF 1449). In the event a Certificate of Conformance is authorized for use, the Contractor shall deliver hardware and software items to the destination specified in the order within 45 days after the date of the order. However, see FAR Clause 52.211-15, Defense

Priority and Allocation Requirements, under the heading "Clauses Incorporated by Reference." The Contracting Officer issuing the order may arrange for a longer delivery period. Additionally, the Contracting Officer may order expedited delivery of items, in which case, the Contractor shall deliver the items in accordance with the paragraph entitled "Expedited Delivery" in this Part. Partial delivery is authorized, unless specified otherwise on the Delivery Order. The period of performance shall be stated on each order for Technical Engineering Services (TES), Training Services, and Maintenance Services. Orders shall be mailed or notice of award furnished to Contractor no later than date of order (FAR 11.403). All delivery and performance schedules include the three-day Contractor review time for acceptance or rejection of orders.

(g) Ordering Period. All ordering after the Base Period is subject to the Government's Option to Extend the Term of the Contract. Also, any period during which there is a suspension of performance as a result of a bid protest shall not constitute part of the Ordering Period.

1. Hardware, software, documentation, consumables, training, and TES may be ordered for 60 months from the date specified in the written notice to proceed, subject to the Government's requirement to exercise Option Period 1 (see paragraph "Contract Life" in this Part.

2. Maintenance may be ordered from the date the warranty expires through the remaining life of the contract.

(h) Delivery Orders/Task Orders/Governmentwide Commercial Purchase Card Orders.

1. Ordering will be decentralized using the procedures set forth in paragraph entitled "Ordering Procedures for Orders Exceeding \$3,000" in this Part. Orders may be placed by any authorized Contracting Officer or purchase card holder supporting the Department of Defense, the United States Coast Guard (CG), North Atlantic Treaty Organization (NATO), Coalition Partners, other Foreign Military Sales (FMS), and other Federal agencies. Ordering Contracting Officers and purchase card holders are empowered to place orders in accordance with the terms and conditions of the contract, the Federal Acquisition Regulation (FAR) and applicable supplements, and their own agency procedures. Any request for deviation from the terms of this contract must be submitted to the PCO, who will be identified under separate cover.

2. All delivery orders, purchase card orders, and task orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order.

3. All requirements under this contract will be ordered by issuance of an SF 1449, purchase card form, or other authorized form.

4. In addition to any other data that may be called for in the contract, the following information shall be specified in each order as applicable:

(A) Date of order

(B) Contract and order number (Note: Delivery order numbering shall be in accordance with DFARS 204.7004 – Only the issuing office (ACC-ITEC4) is authorized to use the numbers 0001-9999).

(C) Point of contact (name), commercial telephone and facsimile number, and e-mail address

(D) Ordering Contracting Officer's commercial telephone number and e-mail address

(E) Description of the supplies to be provided, quantity, and unit price (TO INCLUDE THE CONTRACT LINE ITEM NUMBER (CLIN) AND/OR SUBCONTRACT LINE ITEM NUMBER (SLIN) FROM Schedule of Supplies/Services. Defense Financing and Accounting Service (DFAS) requires the CLIN/SLIN numbers to be reflected on the SF 1449s (or purchase card form) in order to do initial entry of orders into their automated payment system. When the Contractor submits a request for payment, DFAS will compare the request for payment of CLIN/SLINs with the order CLIN/SLINs. Use of item numbers in Block 19 on the SF 1449 and not CLIN/SLIN

numbers will result in payment delays and excessive administrative costs to both the Contractor and the Government).

(F) Delivery date for supplies and performance period for services (see Delivery Requirements, Part C-1-1).

(G) Address of place of delivery or performance to include consignee.

(H) Packaging, packing, and shipping instructions, if any.

(I) Accounting and appropriation data and Contract Accounting Classification Reference Number (ACRN). (DFAS requires an ACRN(s) on all orders.)

(J) Invoice and payment instructions to the extent not covered by the contract.

(K) Orders for known Foreign Military Sales requirements shall clearly be marked "FMS requirement" on the face of the order, along with the FMS customer and the case identifier code.

(L) If an Army order, a completed copy of the Army Electronic Invoicing Instructions contained in this Part).

(M) Any other pertinent information.

5. Each delivery order and task order issued under this contract via appropriate form in compliance with FAR 12.204 shall be forwarded to the appropriate Service/Agency Centralized Order Processing Office (COPO) for verification and validation. All U.S. Marine Corps purchase card orders for \$25,000 or more shall be submitted to the appropriate COPO for verification and validation. All other Service/Agency purchase card orders shall be processed in accordance with the Service/Agency procedures. **Purchase card orders are required to follow procedures stated in the paragraph "Ordering Procedures for Orders Exceeding \$3,000" in this Part C-1-1.**

6. The COPOs will assign a unique control number (UCN) as designated by the Product Manager, Joint-Automatic Identification Technology (PM J-AIT) to each delivery order and task order for tracking purposes only.

7. The COPOs will forward the order to the Contractor. Distribution of orders shall be made by the ordering contracting offices, in accordance with FAR 4.2, DFARS 204.2, and agency procedures.

8. Issuance of an order shall be defined as the date order is awarded (see also paragraph entitled "Delivery Requirements" in this Part).

(i) Ordering Procedures for Orders Exceeding \$3,000.

1. In accordance with FAR 16.505(b) for all orders exceeding \$3,000, but not exceeding \$100,000, the Ordering Contracting Officer shall give every AIT-IV Contractor a fair opportunity to be considered for a delivery or task order unless one of the exceptions to fair opportunity applies (see paragraph 3 below). All of the AIT-IV contracts can be viewed at the website listed in the paragraph "Posting of Contract" in this Part. The Ordering Contracting Officer must document his/her rationale if applying one of the exceptions to fair opportunity; no special format is required.

2. All orders exceeding \$100,000 for DoD shall be placed on a competitive basis in accordance with FAR 16.505 and DFARS 216.505-70(c) unless a written waiver is obtained, using the limited sources justification and approval format in FAR 8.405-6. This competitive basis requirement applies to all orders issued by or on behalf of DoD. Orders for non-DoD agencies shall comply with the specific agency's procedures. The requirement to place orders on a competitive basis is met only if the Ordering Contracting Officer:

(a) Provides a notice of intent to purchase to all AIT-IV Contractors, including a description of any supplies to be delivered and any services to be performed, and the basis upon which the Ordering Contracting Officer will make the selection; and

(b) Affords all AIT-IV Contractors responding to the notice a fair opportunity to submit an offer and to be fairly considered.

3. The applicable exemptions to the fair opportunity (FAR 16.505 (b)(2)) and competitive-basis requirements set forth in the preceding paragraphs are:

(a) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

(b) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(c) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

4. Unless one of the exemptions in paragraph 3 applies, the Ordering Contracting Officer will initiate the order process as follows to satisfy the aforementioned fair opportunity and competitive basis requirements:

(a) For orders with values exceeding \$3,000, but not exceeding \$100,000: The Ordering Contracting Officer must provide all AIT-IV Contractors a fair opportunity to be considered. However, the Ordering Contracting Officer need not contact each of the AIT-IV Contractors if there is information available to ensure each Contractor is provided a fair opportunity to be considered. The Ordering Contracting Officer may exercise any method of order placement procedures that satisfies the requirements of FAR 16.505(b)(1). For example, if an order is for FFP CLINs/SLINs only and the selection decision will be based on price alone, the Ordering Contracting Officer could satisfy the fair opportunity requirement by considering each Contractor's total price for the required items using the applicable contract prices and issue an order to the lowest priced Contractor. However, if the order contains TES the Ordering Contracting Officer must issue a proposal request to the AIT-IV Contractors (reference the paragraph entitled "Task Order – Technical Engineering Services (TES)" of this Part).

(b) For orders exceeding \$100,000: The Ordering Contracting Officer will issue a proposal request to all AIT-IV Contractors, which includes a description of any supplies to be delivered and any services to be performed, and the source selection criteria. If the order contains TES, the proposal request shall include a Statement of Objectives (SOO), a Performance Work Statement (PWS) or a Statement of Requirements (SOR), depending on the nature and complexity of the requirement.

5. Price must be considered in every selection decision. Additional selection criteria for the orders may consist of, but not be limited to, such factors and/or subfactors as: Technical, Management, Past Performance, and/or Small Business Participation.

6. The AIT-IV Contractors are encouraged to respond to all proposal requests by the specified submission date. The Contractors' proposal shall contain sufficient detail to permit the Government to evaluate the proposal, in accordance with the stated evaluation criteria. If the proposal is for TES, the proposal shall comply with the requirements identified at the paragraph entitled "Task Order – Technical Engineering Services (TES)" of this Part. At the discretion of the Contracting Officer, the Government reserves the right to require all Contractors to respond to any particular proposal request.

7. The Contractor is responsible for all bid and proposal costs incurred in performance of the contract.

8. Performance under orders shall commence only after the receipt of an executed order via facsimile or e-mail, signed by the Ordering Contracting Officer. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed orders.

9. The Government reserves the right to withdraw and cancel an order at any time prior to execution if issues pertaining to the proposed order arise that cannot be satisfactorily resolved. The Ordering Contracting Officer's decision on each order shall be final and shall not be subject to protest under FAR Subpart 33.1, Protest, except for a protest that the order increases the scope, period, or maximum value of the contract, or a protest of an order valued over \$10,000,000. The Army Contracting Command, ITEC4 Ombudsman will review complaints from the AIT-IV Contractors and ensure that all Contractors are afforded a fair opportunity to be considered for each order, consistent with the procedures in this contract. The designated Ombudsman is:

Stephen J. Carrano
Army Contracting Command ITEC4
ATTN: CCNC-IT
2461 Eisenhower Avenue, Room 984
Alexandria, VA 22331-1700
Phone: (703) 325-9490
E-mail: stephen.carrano@us.army.mil

10. The Government may unilaterally change these ordering procedures at any time and at its sole discretion.

(j) Ordering of Hand Held Terminal (HHT). Any HHT delivered under this contract shall be certified non-incendive (NI) in accordance with Part D, paragraph "Hazardous Environment." The HHTs do not need to meet the NI certification at time of contract award. The Government may issue orders for the HHT-C and HHT-D at any time after the effective date of the Notice to Proceed. The Government may, prior to issuance of an order for an HHT, request the Contractor to provide evidence of meeting the NI certification requirement. In the event the Contractor cannot provide such evidence, the Government will not be obligated to consider the Contractor for award of any order requiring delivery of HHTs meeting the NI certification requirements until such time as the Contractor provides evidence of NI certification. To allow Contractors the opportunity to obtain NI certification for HHT-A, HHT-B, HHT-E (if provided), and HHT-F, the Government will not order those HHTs and associated items for 90 days after the effective date of the Notice to Proceed. The Government reserves the right to order the HHT-A, HHT-B, HHT-E (if provided), and HHT-F, and associated items that comply with the NI requirements in Part D, paragraph "Hazardous Environment" beginning 91 days after the effective date of the Notice to Proceed.

(k) Task Order – Technical Engineering Services (TES).

1. Upon receipt of proposal request for TES, which includes a description of the tasks; the Contractor shall submit a price proposal as soon as possible, but not more than fifteen workdays after receipt of the request unless so agreed to by the Ordering Contracting Officer. The Contractor's proposal shall contain sufficient detail to enable the Government to determine the acceptability of the proposal and shall include, as a minimum:

(A) A brief description of the technical approach which demonstrates the Contractor's understanding of the task(s);

(B) Proposed timeline schedule;

(C) Proposed labor categories from the Master CLIN listing and the number of hours for each category;

(D) Proposed Incidental Materials including price and description of each item (see paragraph "Incidental Materials" in this Part) and;

(E) Proposed price for Travel with a breakout of airfare(s), per diem, rental car(s), and any other travel-related expenses.

(F) For turnkey proposals only:

(i) Proposed AIT-IV hardware and software CLINs/SLINs required for the proposed solution, and

(ii) Any required Government-furnished AIT and Active RFID hardware and software and the associated logistical requirements (e.g., locations and dates for the Government to furnish the items).

2. The Government will negotiate a total firm-fixed price for the effort, excluding incidental materials. This firm-fixed price will include all labor, travel, and per diem required to complete the effort and will be included in the task order at CLIN 0059. If applicable, the Government will negotiate a separate firm-fixed price for the incidental materials, which will be included in the task order at SLIN 0063CA. The incidental materials shall be consistent with paragraph entitled "Incidental Materials" in this Part.

3. Travel and per diem shall be consistent with the then current rates, requirements, and limitations applicable to Government personnel in the Federal Joint Travel Regulations or other applicable regulation.

(l) Incidental Materials. Incidental Materials shall only include those items/materials necessary to complete the installation service ordered in accordance with the paragraph entitled "Task Order – Technical Engineering Services (TES)" in this part. The price for the items/materials shall be negotiated on a firm-fixed price basis for each task order, if required (reference paragraph entitled "Task Order – Technical Engineering Services" in this Part). The total negotiated price for incidental materials for each task order shall not exceed \$50,000.

(m) Use of Governmentwide Commercial Purchase Card. The following describes the procedures to be used for ordering items under this contract by using a purchase card. This option to order by use of the purchase card is strictly an alternative method of ordering by the Government and may be used in place of ordering by other order forms that comply with FAR 12.204. The Government reserves the right to unilaterally terminate the use of the purchase card at any time.

1. All ordering offices may use the purchase card as an alternative method of ordering and paying for purchases made under this contract. Purchase card orders are subject to all terms and conditions of this contract, unless otherwise stated in this provision or another provision in this contract. **Purchase card orders that exceed \$3,000 in value are required to follow procedures stated in the paragraph "Ordering Procedures for Orders Exceeding \$3,000" in this Part C-1-1.**

2. The purchase card is specifically designed for use by the Federal Government. The purchase card is like a typical commercial credit card. However, the authorization limitations of the purchase card are more specific, i.e., only for a particular contract, monthly limitations, certain categories of products or services, etc. The purchase card will be exclusively used for official Government purchases in accordance with the prices, terms, and conditions of this contract. With respect to ordering authority, any authorized user of this contract who is an appointed, recognized Governmentwide Purchase Card holder may use the purchase card as a means of purchasing items on this contract. For purchase card orders only, this waives the requirement for use of other forms that comply with FAR 12.204. All appointed, recognized Governmentwide Purchase Card holders are subject to and responsible for complying with all the rules, regulations, and limits that come with his/her purchase card.

3. Limits for the purchase card are dictated by each using activity major command. These limits for the purchase card are the responsibility of the purchase card holder and the approving office.

4. The Contractor shall accept firm-fixed-price purchase card orders under the contract made by use of an authorized purchase card.

5. For purchase card orders only, the warranty begins on the day the order is shipped.

(n) Government Contractors' Use of Contract.

1. If it is in the Government's interest, and if supplies or services required in the performance of a Government contract are available under this contract, Government contracting officers may authorize Contractors to order items or services from the contract under the authority and procedures set out in FAR Part 51, including placing limitations on the orders (51.102(e)(4)). However, Government contracting officers shall not grant such authorization without the prior approval of the PCO. Before issuing an order, the Government Contractor shall forward the order through the Government contracting officer granting the authorization and the PCO for this contract. General guidance on submitting requests for the PCO's approval for a Government Contractor to place an order against the contract can be found at: **(to be provided at a later date by contract modification)**.

2. Title to all property acquired by a Government Contractor under such an authorization shall vest in the Government unless otherwise specified in the Government Contractor's contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization. Authorized ordering Contractors may use their standard commercial ordering formats to place orders under this contract and the orders shall reference the Contract Number.

3. Contractors ordering items or services from the contract shall comply with the requirements of the paragraphs entitled "Delivery Orders/Task Orders/Governmentwide Commercial Purchase Card Orders" and "Ordering Procedures for Orders Exceeding \$3,000" in this Part C-1-1.

(o) Post Award Conference. The Contractor agrees to attend a Post Award Conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5.

(p) Current Technology Substitutions and Additions.

1. Changes within the general scope of the contract may be proposed for the purpose of substitutions, or additions to assure that state-of-the-art, commercial items are readily available for ordering under this contract.

(A) Product substitutions are replacements of CLIN list items that have been officially announced as either out of production or no longer supported by the original equipment manufacturer (OEM). Substituted items shall be at the same or greater performance for the same or lesser price of the CLIN List items being replaced. Substitutions are not subject to price increases.

(B) Additions provide for new functionality not available on contract that can be determined to be within the general scope of the contract. A new CLIN or Sub-line Item Number (SLIN) will be added to the contract for the addition of the new item. Prices will be negotiated.

2. The offer of product substitution or addition shall include information sufficient to determine that the proposal satisfies the terms and conditions of the contract and, in particular, this provision. The proposal shall, as a minimum, include the following information:

(A) A comparative description, in detail, of the difference between the existing contract item and the proposed product substitution and a specific analysis of the comparative advantages and disadvantages of each. For additions, the proposal shall provide a complete description of the new item and a correlative analysis of how the new item will benefit the Government.

(B) Specific items contained in the Contract that are proposed to be changed if the proposal is accepted (e.g., if new equipment is offered to replace currently installed, will the old be exchanged for the new, and on what basis).

(C) A statement as to how the changes will affect performance, costs, etc., if accepted, and an item-by-item summary of any "street pricing" of the items including a reference to the source of the "street price" and GSA Schedule pricing, if any, to include GSA Schedule Number. The Contractor may be required to provide a minimum of three competitive quotes.

(D) If applicable, an evaluation of the effects the change would have on Life Cycle Costs such as Government Furnished Property (GFP), maintenance, personnel, site modification, and energy.

(E) An analysis of a timeframe in which the change should be instituted so as to obtain maximum benefit to the Government for the remainder of the Contract.

3. It is the Contractor's responsibility to manage and propose substitutions, and additions in a timely manner allowing sufficient time for government approval (review times will vary depending upon the complexity and newness of the item) and to provide, without a lapse in availability, Government approved products throughout the entire ordering period of the contract. The Contractor shall not be reimbursed the cost associated with the preparation of a proposal for the technology changes described above. The decision as to the acceptability of such a proposal shall be at the sole and exclusive discretion of the Contracting Officer and is not subject to the Disputes clause of this Contract.

(q) Contract Change Proposal (CCP) Response Time. If the Government issues a Request for Proposal (RFP) for a technology change or any other type of change to the contract in accordance with C-1(c), the Contractor shall submit a CCP within 20 calendar days of RFP date, unless the RFP specifies a later RFP due date. Regardless of which party initiates a proposed contract change, should the Government request supplemental information to analyze the Contractor's proposal, the Contractor shall provide the additional information within 7 calendar days of the request, unless the Government's request specifies a later due date.

(r) Only New Equipment. Only new equipment shall be delivered under this contract. The Contracting Officer will not grant approval for used equipment.

(s) Reconditioned Components. All equipment provided by the Contractor under this Contract may not be used or reconditioned; however components of such equipment may be reconditioned provided such components are drawn from stockage which does not differentiate between new and reconditioned components.

(t) Insurance. In accordance with the clause "Insurance - Work on a Government Installation (Jan 1997)(FAR 52.228.5)" and this schedule, the Contractor shall acquire and maintain during the entire performance period of this contract insurance of at least the following kinds and minimum amounts set forth below:

1. Workman's Compensation and Employer's Liability Insurance in accordance with the amounts specified by the laws of the states in which the work is to be performed under this contract. In the absence of such state laws, an amount of \$100,000 shall be required and maintained.

2. General Liability Insurance: Bodily injury liability in the minimum amount of \$500,000 per occurrence.

3. Automobile Liability Insurance in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(u) Commercial Software Licenses.

1. Commercial Software and commercial software documentation delivered under this contract shall be subject to the terms of this clause and the governing commercial products license, to the extent the latter is consistent with Federal law and FAR 12.212. Notwithstanding the foregoing, the commercial product license shall apply only if a copy of the license is provided with the delivered product. In the event of conflict between this clause and the commercial software product license, this clause's subparagraphs 1 through 6 shall govern.

2. All software shall be licensed and priced for use on a single computer or for use on any computer at a particular site.
3. The license shall be in the name of the U.S. Government.
4. The license shall be perpetual (also referred to as a nonexclusive, paid-up, world-wide license).
5. Software and Software documentation shall be provided with license rights no less than rights provided with the software and the software documentation when sold to the public.
6. The license shall apply to any software changes or new releases.
7. Notwithstanding the foregoing, the Government's rights to software developed per the Statement of Work, Part D, Paragraph "Software Development Services," shall be governed by DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995), and DFARS 252.227-7019, Validation of Asserted Restrictions—Computer Software (JUN 1995).

(v) Maintenance.

1. Special Funding of Per Incident Maintenance.

(a) The Contracting Officer may issue a task order, which funds per incident maintenance, including the on-call maintenance Outside the Official Hours of Operation or the charge for warranty service Outside the Official Hours of Operation for up to one year. The task order shall state the users or activities that may request per incident maintenance under the order. The user or activity shall identify the applicable task order number when it requests on-call per incident maintenance or mail-in/carry-in per incident maintenance.

(b) The Contractor shall submit an invoice for payment against the task order only for per incident maintenance performed during that billing period. The Contractor shall provide written notice to the Contracting Officer and the task order point of contact when 75 percent of the funds obligated on the order have been expended. The Contracting Officer may modify the task order to increase or decrease the amount of the order based on remaining requirements for per incident maintenance during the period of performance of the order.

(c) The Contracting Officer may, by written notice, decrease funding for per maintenance under the task order thirty (30) days after receipt of the notice by the Contractor, or sooner if mutually agreeable to the parties.

2. Discontinuance of Monthly Maintenance. The Contracting Officer may, by written notice, discontinue monthly maintenance under this contract, at no cost to the Government, thirty (30) days after receipt by the Contractor of such notice, or sooner if mutually agreeable to the parties.

3. Non-chargeable Maintenance Items. There shall be no additional maintenance charges for remedial maintenance occasioned by the recurrence of the same malfunction within 48 hours of the user's receipt of the repaired component.

(w) Separately Orderable Maintenance Replacement Items. The Government intends to monitor and assess modes of failure and the failure rates of AIT-IV hardware. After making this assessment, the Government will make a determination with regard to the feasibility of the Government performing all AIT-IV hardware maintenance using organic capabilities. In the event the Government determines it is desirable to perform all AIT-IV maintenance functions in-house, the Government reserves the right to negotiate with the Contractor for necessary hardware replacement parts and Government-designated personnel maintenance training in accordance with commercial practice in these areas.

(x) Continued Performance During Support of Crisis Situations, Contingency or Exercise.

1. Overview.

(A) The requirements of this Contract have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the Contractor may be required to perform this Contract during crisis situations (including war or a state of emergency), contingencies or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below.

(B) The Contractor shall be responsible for performing all requirements of this Contract notwithstanding crisis situations, contingencies or exercises, including but not limited to the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the Contractor to perform may subject the Contractor to a termination of this Contract for cause. If a crisis situation, contingency, or exercise is determined, an equitable adjustment may be negotiated.

(C) Crisis situations and contingency operations shall be determined by the overseas theater Commander-in-Chief, or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

(D) Contractor personnel and dependents may be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for Contractor personnel and dependents should conditions warrant.

(E) In the event Contractor employees are deployed or hired into the area of operations in support of a crisis situation, contingency or exercise, the following items and conditions will apply:

2. Management.

(A) The Contractor shall ensure that all Contractor employees, including sub-Contractors, will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

(B) Service and Department of Defense directives, policies, and procedures. The Contractor shall ensure compliance with all federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

(C) The Contractor shall take reasonable steps to ensure the professional conduct of its employees and sub-Contractors.

(D) The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all Contractor employee performance and conduct problems identified by the cognizant Contracting Officer or Contracting Officer's Representative.

(E) The Contracting Officer may direct the Contractor, at the Contractor's expense, to remove or replace any Contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

3. Accounting for Personnel. As directed by the Contracting Officer or Contracting Officer's Representative and based on instructions of the Theater Commander, the Contractor shall report its employees, including third

country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.

4. Risk Assessment and Mitigation.

(A) The Contractor shall ensure physical and medical evaluations are conducted on all its deployable and/or mission essential employees to ensure they are medically fit and capable of enduring the rigors of deployment in support of a military operation.

(B) If a Contractor employee departs an area of operations without Contractor permission, the Contractor shall ensure continued performance in accordance with the terms and conditions of the contract. If the Contractor replaces an employee who departs without permission, the replacement is at Contractor expense and must be in place within five days or as directed by the Contracting Officer.

(C) The Contractor shall prepare plans for support of military operations as required by contract or as directed by the Contracting Officer.

(D) For badging and access purposes, the Contractor shall provide the Contracting Officer or Contracting Officer's Representative a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

(E) As required by the operational situation, the Government will relocate Contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(F) The Contractor shall brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(G) The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(H) The Contractor shall designate a point of contact for all of its plans and operations and establish an operations center to plan and control the Contractor deployment process and resolve operational issues with the deployed force.

5. Force Protection. While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to Contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) civilians in the operations area.

6. Vehicle and Equipment Operation.

(A) The Contractor shall ensure employees possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the statement of work.

(B) Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the Contracting Officer or Contracting Officer's Representative.

(C) The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment.

(D) The Contractor and its employees shall be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

7. On-Call Duty or Extended Hours.

(A) The Contractor shall be available to work “on-call” to perform mission essential tasks as directed by the Contracting Officer.

(B) The Contracting Officer, or Contracting Officer’s Representative, will identify the parameters of “on-call” duty.

(C) The Contractor shall be available to work extended hours to perform mission essential tasks as directed by the Contracting Officer.

(D) The Contracting Officer may negotiate an equitable adjustment to the contract/task order concerning extended hours, surges, and overtime requirements.

8. Clothing and Equipment Issue. The Contractor shall ensure that Contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely affecting the Government’s tactical position in the field.

9. Legal Assistance. The Contractor shall ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

10. Medical

(A) The Contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(B) When applicable, the Government may provide to Contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

(C) Deploying civilian Contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

11. Passports, Visas and Customs.

(A) The Contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the Contracting Officer for Contractor employees.

(B) All Contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying and the procedures, laws, and duties of the United States upon re-entry.

(C) The Contracting Officer will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of Contractor employees per U.S. Customs Service rates and restrictions.

(D) The Contractor shall register all personnel with the appropriate U.S. Embassy or Consulate.

12. Living Under Field Conditions. If requested by the Contractor, the Government may provide to Contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations. If the above support is negotiated in the contract, at any level, the Government will receive consideration.

13. Morale, Welfare, and Recreation. The Government will provide to Contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

14. Status of Forces Agreement.

(A) The Contracting Officer will inform the Contractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.

(B) The Contractor shall be responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements.

(C) The Contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

(D) The Contractor shall be responsible for providing the Government with the required documentation to acquire invited Contractor or technical expert status, if required by SOFA.

15. Tour of Duty/Hours of Work

(A) The Contracting Officer, or Contracting Officer's Representative, will provide the Contractor with the anticipated duration of the deployment.

(B) The Contractor, at his/her own expense, may rotate Contractor employees into and out of the theater provided there is not degradation in mission. The Contractor shall coordinate personnel changes with the Contracting Officer.

(C) The Contracting Officer will provide the Contractor with the anticipated work schedule.

(D) The Contracting Officer, or Contracting Officer's Representative, may modify the work schedule to ensure the Government's ability to continue to execute its mission.

16. Health and Life Insurance. The Contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act administered by the Department of Labor.

17. Next of Kin Notification. Before deployment, the Contractor shall ensure that each Contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

18. Return Procedures.

(A) Upon notification of redeployment, the Contracting Officer will authorize Contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

(B) The Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractor's employees are returned to Government control upon completion of the deployment.

(C) The Contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns.

19. Special Legal Considerations.

(A) Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

(B) Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

(y) Notice: Year 2000 Provisions (Commercial Items).

1. The Contractor warrants that any Information Technology including, but not limited to, hardware, software, firmware, and middleware delivered under this contract, whether operating alone or combined as a system, shall accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

2. Should a warranted item fail to meet the requirements set out in the foregoing paragraph, the Contractor agrees to correct or replace the item at no cost to the Government. The parties agree that this correction or replacement shall not act as a limitation of remedies and that the Government may seek such additional remedies as may be available through this contract or at law or equity rights and remedies set forth in any other warranty for this item.

(z) Mandatory Use of Contractor To Government Electronic Mail.

1. Unless exempted by the PCO in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the Contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available.

2. The format for all communication shall be compatible with the following:

Microsoft Office
Excel

3. Files larger than 2 megabytes must use alternate means of transmission such as Zip Compression/Inflation, File Transfer Protocol, Winfax or any Fax Modem. (Note: This includes both the text message and the attachment). If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

4. A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

5. The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
 Requests for Proposals under the contract
 Price Issues (except Contractor pricing data)
 Contract Data Requirements List Submittals
 Contract Data Requirements List Comments
 Approvals/Disapproval's by the Government
 Technical Evaluations of Contract Items
 Clarifications
 Configuration Control
 Drawings (not to exceed ½ megabyte)
 Revised Shipping Instructions
 Change Order Directions

6. In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the Contractor. All binding Contractor communication shall be sent from the signature authority's e-mail address.

7. The Government reserves the right to upgrade to a more advanced commercial application at any time during the life of the contract.

8. Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the Contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel.

9. The names and e-mail addresses for the AIT-IV Contracting Officer, Contract Specialist, and Contracting Officer's Representative (COR) will be provided by separate correspondence.

10. The contract number and project name "AIT-IV" shall be included in the subject line on all electronic mail communications.

(aa) Mandatory Use of Government to Government Electronic Mail Date.

1. Unless exempted by the PCO in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

2. The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer
 Instructions to Administrative Contracting Officer
 Instructions to other Defense Contract Management Agency personnel
 Instructions to Defense Finance Administration Services
 Instructions to Defense Contract Audit Agency

3. See paragraph entitled "Mandatory Use of Contractor to Government Electronic Mail" in this Part for further guidance.

4. The contract number and project name "AIT-IV" shall be included in the subject line on all electronic mail communications.

(ab) Past Performance Input from Field Activities. All ordering offices shall provide Past Performance Input through the COPOs to the PCO beginning 12 months from date of contract award and every 12 months thereafter, through the end of the contract. The COPOs shall provide the assessment input to the PCO at the e-mail address

below. Assessment input shall be required for all delivery/task orders exceeding \$100,000. Out of cycle or "Addendum" reports may be submitted if an extraordinary event happens prior to the 12 month interval or if it is necessary to report a meaningful occurrence during the period between physical completion of the contract and contract closeout. The Regulatory requirement for Contractor assessment and format (Non-System Contracts Performance Element) can be obtained from the Army Federal Acquisition Regulation Supplement (AFARS), Part 5142.15. Past Performance input shall be forwarded to the Contracting Officer identified by separate cover.

(ac) Invited Contractor or Technical Representative Status Republic of Korea (ROK)

1. Invited Contractor or technical representative status under the U.S.-ROK Status of Forces Agreement (SOFA) is subject to the written approval of HQ US Forces Korea (USFK), Assistant Chief of Staff (AcofS) Acquisition Management.

2. The contracting officer will coordinate with HQ USFK, AcofS, Acquisition Management, in accordance with DFARS, subpart 225.801 and USFA Regulation 700-19. The AcofS, Acquisition Management, will determine the appropriate Contractor status under the SOFA and notify the contracting officer of the determination.

3. Subject to the above approval, the Contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions as specified in the U.S.-ROK SOFA, and implemented per USFK Regulation 700-19, subject to the conditions and limitations imposed by the SOFA and this regulation. Those privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and provided the invited Contractor or technical representative status is not withdrawn by USFK. It is the responsibility of the Contracting Officer issuing the order to negotiate any SOFA privileges and compensation for those privileges between the Government and Contractor.

4. The Contractor officials and employees performing under this contract collectively and separately warrant that they are not now performing, nor will perform during the period of this contract, any contract services or otherwise engage in business activities in the ROK other than those pertaining to the U.S. armed forces.

5. During performance of the work in the ROK required by this contract, the Contractor will be governed by USFK regulations pertaining to the direct hiring and the personnel administration of Korean National employees.

6. The authorities of the ROK will have the right to exercise jurisdiction over invited Contractors and technical representatives, including officials and employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, U.S.-ROK SOFA, and related Agreed Minutes and Understandings on Implementation. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. On such notification, the military authorities will have the right to exercise such jurisdiction over the persons referred to, as is conferred on them by the law of the United States.

7. Invited Contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and responsible officer on all matters pertaining to logistic support. In particular, Contractors will provide prompt and accurate reporting of changes in employee status as required by this regulation to the assigned sponsoring agency. Except for Contractor air crews flying Military Airlift Command missions, all U.S. Contractors performing work on United States Air Force classified contracts will report to the nearest Security Police Information Security Section for the geographical area where the contract is to be performed.

8. Invited Contractor and technical representative status will be withdrawn by USFK on—

(A) Completion or termination of the contract

(B) Proof that the Contractor or employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(C) Proof that the Contractor or employees are engaged in practices illegal in the ROK or are violating USFK regulations.

9. It is agreed that the withdrawal of the invited Contractor or technical representative status or any of the privileges associated herewith by the U.S. Government, will not constitute grounds for excusable delay by the Contractor in the performance of the contract, nor will it justify or excuse the Contractor defaulting the performance of this contract; and such withdrawal will not serve as a basis for the filing of any claims against the U.S. Government if the withdrawal is made for the reasons stated in subparagraph 8. above. Under no circumstances will the withdrawal of such status or privileges be considered or construed as a breach of contract by the U.S. Government. The determination to withdraw SOFA status and privileges by USFK shall be final and binding on the parties unless it is patently arbitrary, capricious, and lacking in good faith.

(ad) Technical Representative SOFA Benefits (ROK ONLY). Article I of the SOFA 14th Joint Committee Meeting allows USFK to provide benefits to technical representatives. The following benefits are conferred under this contract to those designated as technical representatives:

1. Access to and movement between U.S. armed forces facilities and areas as provided for in Article X, Access of Vessels and Aircraft.
2. Entry into the ROK as provided for in Article VIII, Entry and Exit.
3. Exemption from customs duties and other such charges as provided for in Article IX, Customs and Duties.
4. Use of nonappropriated fund organizations as provided for in Article XIII, Nonappropriated Fund Organizations.
5. Exemption from foreign exchange controls as provided for in Article XVIII, Foreign Exchange Controls.
6. Use of military banking facilities as provided for in Article XIX, Military Payment Certificates.
7. Use of military post offices as provided for in Article XX, Military Post Offices.
8. Use of utilities and services as provided for in Article VI, Utilities and Services.
9. Exemption from the laws and regulations of the ROK with respect to terms and conditions of employment as provided for in Article XVII, Labor. (However, Contractors that directly hire Korean Nationals must comply with USFK Reg 690-1, and other applicable USFK regulations concerning the employment of Korean Nationals.)
10. Exemption from ROK taxes as provided for in Article XIV, Taxation.
11. Although subject to ROK criminal jurisdiction, Contractor personnel shall be granted the protections as provided for in Article XXII, Criminal Jurisdiction.
12. Licensing and registration of privately owned vehicles as provided for in Article XXIV, Vehicle and Driver's Licenses.

(ae) Logistic Support (ROK Only)

1. Logistic support, corporate and individual, may be provided to USFK invited Contractors and technical representatives only in accordance with the U.S. ROK SOFA, USFK regulations, subject to availability, and on a reimbursable basis. Based upon eligibility, individuals may be provided the below listed logistic support based on Individually Sponsored Status (unless specifically excluded by the terms of the contract).

- (A) SOFA status for Contractor employee (excludes employee's dependents).
- (B) Duty-free importation privileges in accordance with SOFA and USFK regulations.
- (C) DD Form 1173 (Uniformed Services Identification and Privilege Card).
- (D) USFK Form 73 (USFK Ration Control Plate) family size – one (for employee only).
- (E) PX or BX privileges family size—one.
- (F) Commissary privileges (only authorized if Contractor employee is going to be in the ROK for more than 60 days; family size—one).
- (G) Class VI store privileges (family size—one).
- (H) Purchase of gasoline and Petroleum, Oil, and Lubricants (POL) products at PX or BX facilities.
- (I) Military postal service privileges for personal mail only (Army post office and fleet post office).
- (J) Military banking and credit union privileges.
- (K) Motor vehicle operator's permit.
- (L) Registration of one privately owned vehicle per family.
- (M) Registration of pets and firearms.
- (N) Medical services on a reimbursable basis.
- (O) Dental services for emergency care only on a reimbursable basis.
- (P) Mortuary services on a reimbursable basis.

2. To be individually sponsored for ration control purposes, the Contractor employee must be in a paid status of 30 hours or more per week on this contract, and be other than local hire AND perform in ROK less than 1 year. If paid status is 29 or less hours per week on this contract, no support will be authorized.

- (A) No support for dependents is authorized.
- (B) Local hire is defined as a U.S. or third-country national employee who is ordinarily resident in the U.S. but was hired in the ROK and has no transportation agreement with the employer.

3. Corporation Logistic Support. USFK may provide logistic support to corporations that have been designated as invited Contractors or technical representatives by HQ USFK, ACofS, Acquisition as follows:

- (A) SOFA status exemptions. (See paragraph entitled "Technical Representative SOFA benefits (ROK ONLY) in this Part).
- (B) Use of postal facilities for corporate mail is not authorized.
- (C) All other corporate logistic support (fuel purchases and registration of company-owned vehicles authorized) must be coordinated between the contracting office and the USFK sponsoring agency and approved by the USFK sponsoring agency before contract performance in ROK.

(af) Monthly Report. In addition to the Monthly Status Report set out in Part D of the contract, the Contractor shall provide a monthly report to the Contracting Officer of total dollars ordered under the contract to date. The Contractor shall submit this report not later than the 10th day of the following month.

(ag) Expedited Delivery. The Contractor shall provide expedited delivery of hardware and software items, if required. The price for expedited delivery shall be negotiated on a firm-fixed prices basis. The Contractor shall deliver products to destination within 7 calendar days after date of order for CONUS or within 14 calendar days after date of order for OCONUS, as specified in the order.

(ah) Clauses Incorporated by Reference

FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/index.html>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of clause)

FAR Clauses:

52.204-4, Printed or Copied Double-Sided on Recycled Paper (AUG 2000)

52.204-7, Central Contractor Registration (APR 2008)

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (APR 2008): . . . [Most orders issued under this contract will be DO/A7 rated. However, DX rated orders may also be issued under this contract as well.]

52.211-15 Defense Priority and Allocation Requirement (Apr 2008)

: ... Contractor shall follow all the requirements of the Defense Priority and Allocation System regulations (15 CFR 700).

52.216-18, Ordering (OCT 1995): (a)...Such orders may be issued from effective date of notice to proceed through the 108th month thereafter and as stated in Part C-1-1, Ordering Period.

52.216-19, Delivery-Order Limitations (OCT 1995): (a) Minimum Order... less than \$300 for monthly maintenance, \$50 for all other products and services ... (b) Maximum order.... (1)...single item in excess of \$5 million (2)...combination of items in excess of \$10 million (3)... series of orders from the same ordering office within three days that together call for quantities exceeding the limitation in paragraph (b)(1) and (2) (d)...Contractor shall honor any order exceeding the maximum order limitation in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance...

52.217-9, Option to Extend the Term of the Contract (MAR 2000) (a)...may extend the term of this contract...within 30 days prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires...(c) The total duration of this contract, including the exercise of any options under this contract, shall not exceed 108 months.

52.223-3, Hazardous Material Identification and Material Safety Data (JAN 1997): (Note: In addition to the re-submissions per paragraph (e), the Contractor is to provide all applicable Material Safety Data Sheets to AIT-IV COR).

52.228-5, Insurance - Work on a Government Installation (Jan 1997)

52.232-18, Availability of Funds (APR 1984)

52.246-15, Certificate of Conformance (APR 1984)

52.247-35, FOB Destination, within Consignee's Premises (APR 1984)

52.247-48, FOB Destination, Evidence of Shipment (FEB 1999)

DFARS Clauses:

252.201-7000, Contracting Officer's Representative (DEC 1991)

252.204-7000, Disclosure of Information (DEC 1991)

252.204-7004, Alt A, Required Central Contractor Registration (SEP 2007)

252.209-7004, Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)

252.211-7003, Item Identification and Valuation (AUG 2008)
paragraph (c)(1)(ii):

SLIN	DESCRIPTION
0001AA	Hand Held Barcode Terminal (HHT-A) with Abbreviated Keypad and Wireless (802.11g/i) Communications
0001BA	Hand Held Barcode Terminal (HHT-B) with Abbreviated Keypad and Batch Communications (No Wireless Capability)
0001CA	Hand Held Barcode Terminal (HHT-C) with Full Alpha-numeric Keypad and Wireless (802.11g/i) Communications
0001DA	Hand Held Barcode Terminal (HHT-D) with Full Alpha-numeric Keypad and Batch Communications (No Wireless Capability)

SLIN	DESCRIPTION
0001EA	Hand Held Barcode Terminal (HHT-E) with Extended Reading Range, Full Alpha-numeric Keypad, and Wireless (802.11g/i) Communications
0001FA	Hand Held Barcode Terminal (HHT-F) with Direct Part Mark Reading Capability, Full Alpha-numeric Keypad, and Wireless (802.11g/i) Communications
0021FA	Portable/Handheld Verifier for IUID Labels
0023BA	Transit Case Configuration, Stationary Bar Code Label Printer and Accessories
0023CA	Transit Case Configuration, Hand Held Barcode Terminal(HHT-C) With Win Mobile 6.X (Latest Version), Full Keypad and 802.11g/i wireless communications, and Stationary Bar Code Label Printer and Accessories

252.211-7006, Radio Frequency Identification (FEB 2007)

252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (JAN 2009)

252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)

252.232-7010, Levies on Contract Payments (DEC 2006)

252.239-7001, Information Assurance Contractor Training and Certification (JAN 2008)

252.246-7000, Material Inspection and Receiving Report (MAR 2008)

252.246-7003, Notification of Potential Safety Issues (JAN 2007)

(ai) **Posting of Contract.** In order to comply with the fair opportunity requirements set forth in the paragraph entitled “Ordering Procedures for Orders Exceeding \$3,000,” in this Part, this contract and any modifications thereto will be posted in their entirety to the Government’s Website at: **(to be provided at a later date by contract modification)**. Access to the Website will be unrestricted.

(aj) United States Central Command (USCENTCOM) Area of Responsibility (AOR) Clauses

1. The following clause is for the USCENTCOM AOR location only.

Crimes against Host Country Nationals within the United States Central Command (USCENTCOM) Area of Responsibility (AOR) (MAR 2009)

(A) With regard to this contract, the contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted in any U.S. court of any crime against a US CENTCOM AOR host country national, regardless of the place at which the crime occurred.

(B) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.

(C) Contractor employees discovered to have one or more prior convictions as described above shall be removed from the contract immediately.

(D) Failure to adhere to the requirements of this clause may result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

2. Any applicable USCENCOM clauses that are not included in this contract and that are required by USCENCOM, the applicable clauses must be included in orders issued for supplies/services that pertain to that USCENCOM order.

CLAUSES INCORPORATED BY REFERENCE

52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	OCT 2008
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CLAUSES INCORPORATED BY FULL TEXT

PART C-2-1

DFARS CLAUSE 252.212-7001

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☒ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☒ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(4) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ☒ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(6) ☒ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ☒ 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ☒ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ☒ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ☐ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ☐ Alternate I (OCT 2006) of 252.225-7036.

(13) ☐ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ☒ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ☒ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ☒ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) ☐ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(18) ☒ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ☒ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ☒ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ☒ Alternate I (MAR 2000) of 252.247-7023.

(iii) ☐ Alternate II (MAR 2000) of 252.247-7023.

(iv) ☐ Alternate III (MAY 2002) of 252.247-7023.

(21) ☒ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days after expiration of the contract term.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.222-50 Combating Trafficking in Persons

AUG 2007

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and

vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

☒ Wide Area Workflow (WAWF) (see instructions below)

☐ Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)

☐ American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats
(<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

☐ Other (please specify _____)

DFAS POC and Phone: DFAS-CO/South Entitlement Operations, P.O. Box 182264, Columbus, OH 43218-2264,
CommRI (Primary): RUQAICG, Phone: 800-756-4571, Fax: 866-473-5429

WAWF is the preferred method to electronically process vendor requests for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [[DFAS-CO/South Entitlement Operations, P.O. Box 182264, Columbus, OH 43218-2264](#)] at [[Phone: 800-756-4571](#)] or faxed to [[Fax: 866-473-5429](#)]. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.
TYPE OF DOCUMENT [Check the appropriate block]

- ☐ Commercial Item Financing
- ☐ Construction Invoice (Contractor Only)
- ☐ Invoice (Contractor Only)
- ☒ Invoice and Receiving Report (COMBO)
- ☐ Invoice as 2-in-1 (Services Only)
- ☐ Performance Based Payment (Government Only)
- ☐ Progress Payment (Government Only)
- ☐ Cost Voucher (Government Only)
- ☐ Receiving Report (Government Only)
- ☐ Receiving Report With Unique Identification (UID) Data (Government Only)

UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

- ☐ Summary Cost Voucher (Government Only)
 - CAGE CODE: [[1V4D7](#)]
 - ISSUE BY DODAAC: [[Enter Contracting Office DoDAAC here](#)]
 - ADMIN BY DODAAC: [[S2404A](#)]
 - INSPECT BY DODAAC: [If at origin: Enter [S2404A](#)]
[If at destination: Enter Inspector's DoDAAC here, if applicable.]
 - ACCEPT BY DODAAC: [If at origin: Enter [S2404A](#)]
[If at destination: Enter Inspector's DoDAAC here, if applicable.]
 - SHIP TO DODAAC: [[Enter Ship To DoDAAC here if applicable](#)]
 - LOCAL PROCESSING OFFICE DODDAC: [[Enter LPO DoDAAC here if applicable](#)]
 - PAYMENT OFFICE DoDAAC: [[HQ0338](#)]

EMAIL POINTS OF CONTACT LISTING: (Use Group e-mail accounts if applicable)

- INSPECTOR: [[Enter Inspector's email address here](#)]
- ACCEPTOR: [[Enter Acceptor's email address here](#)]
- RECEIVING OFFICE POC: [[Enter receiving office POC email address here](#)]
- CONTRACT ADMINISTRATOR: [[Enter Contract Administrator's email address here](#)]
- CONTRACTING OFFICER: [[Enter Contracting Officer's email address here](#)]

ADDITIONAL CONTACT: [\[Enter email address\(es\) here\]](#)

For more information contact [\[Enter Contract Specialist's and/or Contracting Officer's name, email and phone here\]](#)

PART D

PART D

**AUTOMATIC IDENTIFICATION TECHNOLOGY IV (AIT-IV)
SPECIFICATION AND STATEMENT OF WORK**

Provided by separate electronic document

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; font-weight: bold;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; font-weight: bold;">NOT APPLICABLE</div>				
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>					
a. PRIME CONTRACT NUMBER <div style="font-weight: bold;">W91QUZ-09-D-0041</div>		<input checked="" type="checkbox"/>		a. ORIGINAL <i>(Complete date in all cases)</i> <div style="text-align: right;">DATE (YYYYMMDD) 20081106</div>				
b. SUBCONTRACT NUMBER <div style="text-align: center;">N/A</div>		<input type="checkbox"/>		b. REVISED <i>(Supersedes all previous specs)</i> <div style="display: flex; justify-content: space-between;"> <div>REVISION NO.</div> <div>DATE (YYYYMMDD)</div> </div>				
<input checked="" type="checkbox"/>		c. SOLICITATION OR OTHER NUMBER <div style="font-weight: bold;">W91QUZ-09-R-0003</div>		c. FINAL <i>(Complete Item 5 in all cases)</i> <div style="text-align: right;">DATE (YYYYMMDD)</div>				
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.								
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.								
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>								
a. NAME, ADDRESS, AND ZIP CODE Contractor to be identified in the individual order		b. CAGE CODE <div style="text-align: center;">TBD</div>		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> CSO will be identified in the individual order				
7. SUBCONTRACTOR								
a. NAME, ADDRESS, AND ZIP CODE If applicable, to be determined by the individual order		b. CAGE CODE <div style="text-align: center;">TBD</div>		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> CSO will be identified in the individual order				
8. ACTUAL PERFORMANCE								
a. LOCATION Site identified in the individual order		b. CAGE CODE <div style="text-align: center;">TBD</div>		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> CSO will be identified in the individual order				
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT The name of the procurement is "U.S. Army PEO Enterprise Information Systems (PEOEIS), Product Manager (PM), Joint Automated Identification Technology (J-AIT AUTOMATIC IDENTIFICATION TECHNOLOGY (AIT) IV". Acquisition of AIT hardware, software, and technical engineering services for various DoD, U.S. Government and, authorized foreign government sites worldwide.								
10. CONTRACTOR WILL REQUIRE ACCESS TO:			YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. RESTRICTED DATA			<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA			<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION			<input type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Non-SCI			<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION			<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION			<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION			<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION			<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION			<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER <i>(Specify)</i>			
k. OTHER <i>(Specify)</i>			<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Eligibility For Assignment To ADP I, II and III (IT-1, IT-2 and IT-3) Positions			
					2. AIS Security Requirements (See Item 13)			

12. PUBLIC RELEASE. Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (*Specify*)

Army Contracting Agency - ITEC4
2461 Eisenhower Ave.
Alexandria, VA 22331-1700

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

This DD254 details the scope of classified work that may be performed under individual delivery/task orders, however, this DD Form 254 does not authorize classified work to be performed. Individual classified orders shall contain a DD Form 254 outlining the level of classification and instructions applicable to the individual order.

Specific instructions will be provided with each order.

10g. Access to NATO information requires a final U.S. Government clearance and special briefings. ISS Representative will provide contractor NATO briefing confirmation.

10j. Safeguarding "FOR OFFICIAL USE ONLY" (FOUO) information, Appendix F.

11a. Access to classified material will be at another contractor's facility or Government facility. Contractor has no storage capability. Contract or subcontract performance is restricted to approved Contractor and DoD organizations with appropriate level of safeguarding. Using contractor or activity will provide security classification guidance for performance of this contract/subcontract.

11f. The classified information will be located at Fort Belvoir, Virginia.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. ☒ Yes ☐ No
(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

The SCO is relieved of all responsibility. Responsibility for inspections will be assigned to the SCO for each Government site where contract performance is specified in the individual order.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

Mr. TOM NEFF

b. TITLE

SECURITY OFFICER

c. TELEPHONE (*Include Area Code*)

(703) 373-1355

d. ADDRESS (*Include Zip Code*)

U.S. Army, Product Manager, Joint AIT (PM J-AIT)
8580 Cinder Bed Road, Suite 1400
Newington, VA 22122

e. SIGNATURE

17. REQUIRED DISTRIBUTION

☒

a. CONTRACTOR

☒

b. SUBCONTRACTOR

☒

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☐

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒

e. ADMINISTRATIVE CONTRACTING OFFICER

☒

f. OTHERS AS NECESSARY

13. SECURITY GUIDANCE (Cont):

All applicable provisions of DoD 5220.22M (NISPOM) apply.

Reference Item 11I – Item #1:

Eligibility For Assignment To ADP/IT I, ADP/IT II and ADP/IT III Positions

DoD 5200.2-R, DoD Personnel Security Program, requires DoD military and civilian personnel, as well as DoD consultant and contractor personnel, who perform work on sensitive automated information systems (AISs), to be assigned to positions which are designated at one of three sensitivity levels (ADP-I, ADP-II or ADP III). These designations equate to Critical Sensitive, Non-critical Sensitive and Nonsensitive. AR 25-2, Information Assurance (IA), requires DA civilian employees, military personnel, consultants, contractor personnel, or others affiliated with the DoD requiring access to information technology (IT) and for processing information within IT systems to be assigned to positions which are designated at one of three security designations (IT-I, IT-II or IT-III). AR 25-2 also requires that all contractor personnel requiring access to DoD networks complete the specified IA training before issuance of a password for network access.

The contractor will assure that individuals assigned to the following sensitive positions, as determined by the Government, have completed the appropriate forms.

Critical-Sensitive Positions (ADP/IT-I positions):

Personnel assigned to IA Manager/Specialist, Security Engineer, Systems Administrator (SA) and Network Administrator (NA) require access to information classified SECRET and a determination of eligibility for assignment to Critical-Sensitive positions designated ADP/IT-I.

ADP-I (Critical-Sensitive) positions are those in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. IT-I positions are defined as personnel in IA positions (for example, SAs/NA for infrastructure devices, IDSs, routers; SAs/NA for classified systems and devices) with privileged-level access to control, manage, or configure IA tools or devices, individual ISs, networks, devices, and enclaves. ADP-I and IT-I designated positions require a Single Scope Background Investigation (SSBI).

Non-critical-Sensitive Positions (ADP/IT-II positions):

Personnel assigned to IA positions in support of the Army Civilian Personnel Regionalization (CPR) program require access to information classified SECRET and a determination of eligibility for assignment to Non-Critical-Sensitive positions designated ADP/IT-II.

ADP-II (Non-Critical Sensitive) positions are those in which the incumbent is responsible for the direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority of the ADP-I category to ensure the integrity of the system. IT-II positions are defined as personnel in IA positions (for example, operating system administration of common applications or enclaves, back-up operators) with limited privileged-level access to control, manage, or configure ISs and

devices. ADP/IT-II designated positions require a DoD National Agency Check Plus Written Inquiries (DNACI)/National Agency Check Plus Written Inquiries (NACI).

Non-Sensitive Positions (ADP/IT-III positions):

All other personnel assigned to the Army CPR program with access to Department of Defense information systems require a determination of eligibility for assignment Non-Sensitive positions designated ADP/IT-III. ADP/IT-III designated positions require a DoD National Agency Check (DNAC)/National Agency Check (NAC).

**Reference Item 11I – Item #2:
AIS Security Requirements**

The contract may require the use of classified Information Systems (IS). The most recent, approved version of DCID 6/3, *Protecting Sensitive Compartmented Information Within Information Systems* shall be used as the technical requirements reference for SCI Systems. DoD 5220.22-M, *National Industrial Security Program Operating Manual* (NISPOM), Chapter 8, and all approved changes and revisions, shall be used as the technical requirements reference for Non-SCI Systems.

CERTIFICATION AND SIGNATURES. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official(s) named below.

   (SIGNED)
LTC Patrick Burden, Product Manager, PM J-AIT
703-339-4400 ext 102

Jagjit Gulati, Information Technology Specialist
703-339-4400 ext 109

APPENDIX F – FOR OFFICIAL USE ONLY INFORMATION

DD254 Reference Item 10j: For Official Use Only Information

1. FOR OFFICIAL USE ONLY INFORMATION

The For Official Use Only (FOUO) marking is assigned to information at the time of its creation by a DoD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).

Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.

2. HANDLING:

Access to FOUO material shall be limited to those employees who need the material to do their jobs. The FOR OFFICIAL USE ONLY marking is assigned to information when created by a DoD User Agency. FOR OFFICIAL USE ONLY is not classification, but required extra precautions to ensue that it is not released to the public.

3. IDENTIFICATION MARKINGS:

a. Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOUO information and on the bottom of the front cover (if any) and on the back of the last page and on the back cover (if any).

b. In a classified document, mark:

- An individual paragraph that contains FOUO, but not classified information, by placing "(FOUO)" at the beginning of the paragraph

- The top and bottom of each page that has both "FOR OFFICIAL USE ONLY" and classified information, with the highest security classification of information on that page.

- "FOR OFFICIAL USE ONLY" at the bottom of each page that has FOUO but not classified.

- If a classified document also contains FOUO information or if the classified material becomes FOUO when declassified, place the following statement on the bottom of the cover or first page, under the classification marking: "NOTE: If declassified, review the document to make sure material is not FOUO and not exempt under Freedom of Information Act before public release."

c. Mark other records, such as computer print outs, photographs, films, tapes, or slides "FOR OFFICIAL USE ONLY" so that the receiver or viewer knows the record contains FOUO information.

d. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the text begins.

e. Make sure that documents, which transmit FOUO materials, call attention to any FOUO attachments.

f. Any FOUO material released to a contractor by a DoD User Agency must have the following statement on the front page or cover **THIS DOCUMENT CONTAINING INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. EXEMPTION 5 APPLIES.**

g. Removal of the FOUO marking can only be accomplished by the originator or other competent authority. When the FOUO status is terminated, all known holders will be notified to the extent practical.

4. DISSEMINATION:

Contractors may disseminate FOUO information to their employees and subcontractors who have a need for the information in connection with a classified contract.

5. STORAGE:

During working hours, FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During non-working hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during non-working hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material; can be stored in locked receptacles such as file cabinets, desks, or bookcases.

6. TRANSMISSION:

FOUO material shall be transported via first class mail, parcel post, or fourth class mail for bulk shipments. Transmit FOUO message traffic via approved secure communication system. Discussion or FOUO material over a secure telephone is authorized if necessary for performance of the contract. FOUO information shall be transmitted over telephone lines with encryption.

7. DISPOSITION & DISCLOSURE:

When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container. Unauthorized disclosure of FOUO information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions. FOUO information shall not be released outside contractor's facility except to representatives of the DoD via the Government Contracting Officer.